

N.H.P.U.C. NO. 21 - ELECTRICITY
NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

TARIFF

for

Delivery Services, and Default Service & Services to Competitive Suppliers

Including jurisdictional and non-jurisdictional Terms and Conditions

Applicable

in

Various towns and cities in New Hampshire,

served in whole or in part.

(For detailed description, see Service Area)

Issued: January 3, 2003
Effective: January 1, 2003

Signature _____
Issued by: Heather Kaufman
Title: Controller/Rates Manager

Approved by the NHPUC as Indicated
Authorized by the NHEC Board of Directors as Indicated

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

Jurisdictional Terms and Conditions

Issued: January 3, 2003
Effective: January 1, 2003

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Issued by: Heather Kaufman
Title: Controller/Rates Manager

Authorized by the NHEC Board of Directors on September 25, 2001

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SERVICE AREA

The territory authorized to be served by this Cooperative and to which this tariff applies is as follows:

*Acworth	*Croydon	*Hill	*Orford
*Alexandria	*Danbury	Holderness	*Ossipee
*Allentown	*Danville	Jackson	*Piermont
*Alton	*Deerfield	*Kingston	*Pittsburg
*Andover	*Derry	*Laconia	*Pittsfield
*Ashland	*Dixville	*Landaff	*Plainfield
*Auburn	Dorchester	*Langdon	Plymouth
*Barnstead	*Durham	*Lebanon	*Raymond
Bartlett	*Easton	*Lee	Rumney
*Bath	*Eaton	*Lempster	*Salisbury
*Belmont	*Effingham	Lincoln	*Sanbornton
Benton	Ellsworth	*Lisbon	*Sandown
*Brentwood	*Enfield	*Littleton	*Sandwich
*Bridgewater	*Epping	*Londonderry	*Springfield
*Bristol	*Epsom	*Loudon	*Stewartstown
*Brookfield	*Farmington	*Lyman	*Sugar Hill
*Campton	*Franklin	*Lyme	*Sunapee
*Canaan	*Freedom	*Madison	*Sutton
*Candia	*Fremont	*Marlow	*Tamworth
*Canterbury	*Gilford	*Meredith	*Thornton
Center Harbor	*Gilmanton	*Monroe	*Tuftonboro
*Charlestown	*Goshen	Moultonboro	*Unity
*Chester	*Grafton	*New Durham	*Wakefield
*Claremont	*Grantham	*New Hampton	Warren
*Clarksville	Groton	*Newport	*Washington
*Colebrook	Hales Location	*Northfield	*Waterville
*Columbia	*Hanover	*Northwood	Wentworth
*Conway	*Harts Location	*Nottingham	*Wilmot
*Cornish	*Haverhill	*Orange	*Wolfeboro
	*Hebron		Woodstock

*Limited Areas Only

GENERAL INFORMATION

The New Hampshire Electric Cooperative, Inc., undertakes to render dependable electricity delivery service in accordance with the Tariff for Delivery Service, and Default Service and Services to Competitive Suppliers of which this General Information section is a part, as on file from time to time with the New Hampshire Public Utilities Commission and legally in effect; such undertaking being subject to the applicable rules and regulations of said Commission and to the Cooperative's rules and regulations applying to electricity delivery service requirements.

Although the Cooperative will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, electricity delivery service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the electricity delivery service may be varied and/or such service to any member or members may be interrupted, curtailed, or suspended in the following described circumstances, without liability against and without recourse to the Cooperative; and the obligations of the Cooperative to render service under this Tariff are subject to such variance, interruption, curtailment, or suspension:

- a. When necessary to prevent injury to persons or damage to property.
- b. When the Cooperative has reasonable grounds for believing it necessary to protect itself from fraud.
- c. When necessary to permit the Cooperative to make repairs to or changes and improvements in a part or parts of the Cooperative's electrical facilities; such action to be taken upon reasonable notice to the members to be affected, if practicable, or without any notice in an emergency when such notification would be impracticable or would prolong a dangerous situation.
- d. When conditions in a part or parts of the transmission system with which the Cooperative's facilities are interconnected make it appear necessary for the common good.
- e. When such variance, including a reversal of supply, or such interruption, curtailment, or suspension is caused by war, flood, wind, storm, drought, strike or other cause beyond the control of the Cooperative, or by any cause except willful default or neglect on the Cooperative's part.

1. RECORDING OF AGREEMENTS.

Agreements made pursuant to this Tariff will be drawn to bind the successors in title to the member's premises and with such formalities as are required for recording in the Registry of Deeds for the applicable County in the State of New Hampshire and will be so recorded. All recording fees shall be paid by the member.

2. DEPOSITS, PAYMENTS, REFUSAL OR DISCONTINUANCE OF SERVICE

- a. The Cooperative may discontinue service for nonpayment after a bill becomes thirty (30) days overdue, or for other good cause, in accordance with the applicable statutes and rules and regulations of the New Hampshire Public Utilities Commission in effect at the time.

Service to the member may be discontinued at the location where the Cooperative furnished the service for which the overdue bill was rendered; or, if service is no longer being furnished to the member at that location, the Cooperative may discontinue service at the member's current location.

- b. Except as otherwise specifically provided in any agreement between the Cooperative and the member, charges for service furnished under this Tariff shall continue until such time as the Cooperative shall receive reasonable notice from the member of a desire to terminate the service.

3. SMALL POWER PRODUCERS (QUALIFYING FACILITY)

Purchases from Small Power Producers or wheeling for the same will be provided for in accordance with the New Hampshire Public Utilities Commission Order No. 14,797 (Docket DE 80-246) or as subsequently modified by Commission Orders.

Total requirements of Small Power Producers will be furnished under the appropriate class of this Tariff, the Cooperative's Terms and Conditions and Schedule of Fees and Charges. Partial requirements will be priced by Special Contract subject to the approval of the Public Utilities Commission.

SIMULTANEOUS PURCHASE AND SALE is an arrangement whereby a Qualifying Facility's entire output is considered to be sold to the utility, while power used internally by the Qualifying Facility is considered to be simultaneously purchased from the utility by the Qualifying Facility; NET PURCHASES OR SALE is an arrangement whereby output of a Qualifying Facility is considered to be used to the extent needed for the Qualifying Facility's internal needs while any additional power needed by the Qualifying Facility is purchased from the utility whereas any surplus power generated by the Qualifying Facility is sold to the utility as surplus.

4. MEMBER RESPONSIBILITIES REGARDING COMPETITIVE ENERGY SUPPLY

- a. In accordance with RSA374-F and New Hampshire Public Utilities Commission Order No. DR 96-150, Cooperative members may choose to purchase their energy service from competitive suppliers. Members are responsible for providing the appropriate authorization to competitive suppliers for enrollment with a supplier or to switch suppliers.
- b. Members are responsible for evaluating and securing services from registered competitive suppliers. A member who has not been enrolled by a competitive supplier at least two (2) business days prior to the member's first scheduled meter-read date following the start date for retail competition will automatically receive Co-op Power.
- c. The initial competitive supplier selection and subsequent supplier changes will become effective at the member's next meter-read date.
- d. The Cooperative will supply its members with a list of registered competitive suppliers in a format authorized by the New Hampshire Public Utilities Commission.
- e. Members must provide authorization for competitive suppliers to receive historical usage data from the Cooperative. That authorization may be submitted in writing, in verifiable electronic form, or be given orally to an independent third party.
- f. To drop a competitive supplier and enroll with a new supplier, the member is not required to inform the old competitive supplier. The new supplier will inform the Cooperative. To drop a competitive supplier without enrolling with a new supplier, the member must notify its current supplier. Absent successful enrollment with a new competitive supplier, a customer whose energy service has been terminated will automatically receive Co-op Power or Default Service based on the rules for those services.
- g. In accordance with Order No. 24,172 in the New Hampshire Public Utilities Commission Docket DE 03-007 the member may purchase all or a portion of their energy services as a NEPOOL/ISO-NE Market Participant End-User.

5. NHEC TRANSACTIONS WITH COMPETITIVE SUPPLIERS AND MARKET PARTICIPANT END-USERS

5.1 Supplier And Market Participant End-User Responsibilities

- a. All competitive suppliers who intend to offer competitive services within the Cooperative's service area must meet the New Hampshire Public Utilities Commission's registration requirements. Those requirements include attendance at a training session that will introduce the attendee to the regulatory and operational requirements of the retail electric market in New Hampshire as prescribed by the Electronic Data Interchange Working Group of the New Hampshire Public Utilities Commission. A training manual is available upon request from NHEC.
- b. The competitive supplier must obtain appropriate authorization from the Cooperative's members or their authorized agent for customer enrollment. The enrollment request shall not be submitted to the Cooperative until any customer right of rescission period has lapsed. The

Competitive Energy Supply

enrollment authorization can be submitted in writing, in electronic form, or be given orally to a qualified and independent third party.

- c. The competitive supplier must submit applicable information electronically to the Cooperative for enrollment, changes and termination of energy service.
- d. The competitive supplier must treat customer's historical data received under appropriate authorization with confidentiality.
- e. The competitive suppliers must either render bills to their customers or provide the Cooperative with billing rates and pricing information per the terms of consolidated billing service described below. If the customer's meter(s) are read by a competitive service provider, the usage data must be made available in electronic format in a timely manner to the Cooperative.
- f. Customer payment problems associated with the provision of energy services from the competitive supplier must be resolved by the competitive supplier. Customer payment problems associated with the energy served to the Market Participant End-User must be resolved by ISO-NE. The Cooperative will not be responsible for the resolution of such disputes.
- g. The competitive supplier should maintain its own records to reconcile with the Cooperative's information regarding customer payments and fees.
- h. The competitive supplier must notify the Cooperative of its intent to terminate energy service for a member. The termination of service will coincide with the member's next scheduled meter-read date if the notification is received by the Cooperative at least two business days prior to that read date. The Cooperative will notify the competitive supplier of the projected date of termination.
- i. The competitive supplier also must abide by any other applicable rules and orders issued by the New Hampshire Public Utilities Commission.
- j. The Market Participant End-User must notify the Cooperative in writing of its intent to initiate or to terminate energy service from ISO-NE. The initiation or termination of service will coincide with the member's next scheduled meter-read date if the notification is received by the Cooperative at least two business days prior to that read date. The Cooperative will notify the Market Participant End-User of the projected date of termination.
- k. The Market Participant End-User shall be responsible for meeting all of its obligations as a member of NEPOOL and a customer of ISO_NE.
- l. The Market Participant End-User shall be responsible for obtaining all required products associated with the purchase of energy from the ISO-NE marketplace as a Market Participant End-User that are not customarily procured for all members' loads as part of Regional Access Service provided by the Cooperative. This may include, but not be limited to; capacity, transmission, losses, and auxiliary products.
- m. Prior to registering a load asset with ISO-NE, the Market Participant End-User will contact the Cooperative to discuss procedures for the transfer of data between the Market Participant End-User and the Cooperative.

5.2 Cooperative Responsibilities

- a. The Cooperative will provide twelve months of a member's historical usage information to authorized competitive suppliers in accordance with the fee schedule per section 20.5.
- b. The Cooperative will maintain data related to current relationships between members, competitive suppliers, and Market Participant End-Users.
- c. The Cooperative will maintain an Internet web site containing various standard documents such as current tariffs, class average load shapes, scheduled meter-read dates, holidays, and business and technical designees.
- d. The Cooperative will estimate hourly loads of its members for whom telemetering capabilities have not been installed.
- e. The Cooperative will provide billing information to competitive suppliers. The Cooperative will offer consolidated billing services to competitive suppliers in accordance with the terms, conditions and fees per sections 20.4 and 20.5.
- f. The Cooperative will provide daily and monthly aggregate load estimates for each competitive supplier including applicable transmission and distribution losses and will report such estimates to the Independent Service Operator (ISO). The loads will be based on either actual telemetered data or estimated hourly loads each calculated daily. Upon request the Cooperative will supply to any competitive supplier the loads reported to the ISO for that competitive supplier.
- g. The Cooperative maintains responsibility for physically disconnecting service as necessary.

5.3 Electronic Data Transfers

- a. All electronic data transfers between competitive suppliers and the Cooperative must be done in accordance with the "New Hampshire EDI Working Group Report" or other rules and orders of the New Hampshire Public Utilities Commission as may be in effect.
- b. Prior to the Cooperative's acceptance of any transaction from a competitive supplier, the supplier must have complied with the New Hampshire Public Utilities Commission's registration requirements. Before the Cooperative accepts any transaction from a competitive supplier, the Cooperative and the supplier must execute an agreement which specifies the business relationship between the two entities.
- c. Each competitive supplier will be required to demonstrate, through a test, its capability to electronically send, receive, and process data with the Cooperative before offering competitive services within the Cooperative's service area. The Cooperative requires at least two weeks notice to set up a test with a competitive supplier. After notification from a competitive supplier the Cooperative will provide test procedures and standard test scenarios to the supplier.
- d. The competitive supplier must electronically notify the Cooperative of the member's selection no less than two (2) business days prior to the schedule meter-read date or the enrollment will

- be deferred to the following read date. The Cooperative will process enrollment requests in the order in which they are received electronically.
- e. The Cooperative will sweep the input queue at least once per business day and will process all files that are available as of the time of the last collection from the queue. Files will be processed in chronological order based on their receipt date/time stamp. Errors and confirmations will be returned to competitive suppliers no later than the first business day following processing of the transactions by the Cooperative.
 - f. In the event that a member selects more than one competitive supplier and those suppliers attempt to enroll that member for the same meter-read period, the Cooperative will process the first enrollment received and reject the others.
 - g. When a member changes their competitive supplier, the new competitive supplier will send an enrollment transaction to the Cooperative. The Cooperative will send a successful enrollment transaction to the new supplier and a customer drop transaction to the old competitive supplier. The member is not required to inform the old competitive supplier of the change. If the member directs its current supplier to drop him/her, the competitive supplier must submit a supplier drops customer transaction immediately to the Cooperative. The drop transaction will be effective with the member's next scheduled meter-read date. The Cooperative will notify the old competitive supplier that the requested drop was successful and the projected date that the changed energy service will become effective. If the competitive supplier ceases operations in New Hampshire and fails to submit customer drop transactions to the Cooperative in a timely manner, the Cooperative will generate and process the required transaction.
 - h. In the event that a member moves within the Cooperative's service territory, the Cooperative will initiate the process necessary for the member to continue service with the same competitive supplier or to remain as the Market Participant End-User unless the member authorizes a different provider of energy service.
 - i. The recipient of a file, whether the Cooperative or a competitive supplier, is responsible for reviewing the file's contents to prevent adverse impacts on the recipients operations or systems. The recipient has the right to reject a file in whole or in part due to content or protocol errors. The creator of the file is responsible for the accuracy and authenticity of the contents. Transactions that contain errors will not be accepted. The recipient will not make alterations to received transactions containing errors. Each file will have only one recipient and contain only the transactions intended for that recipient.

5.4 Billing Options

- a. The Cooperative will offer both Standard and Consolidated billing services to competitive suppliers in accordance with the fee schedule provided in section 20.5. The competitive suppliers may choose which service they receive.
- b. Under Standard billing service the Cooperative's member will receive two bills: (1) from the Cooperative for delivery and other services provided by the Cooperative and (2) from the competitive supplier for energy services provided by the competitive supplier. The Cooperative will electronically transfer to a member's authorized competitive supplier the

Competitive Energy Supply

member's usage data within twenty-four (24) hours of the Cooperative's issuance of a bill to the member.

- c. Under Consolidated billing service the Cooperative's member would receive one bill. A Consolidated billing agreement must be executed between the Cooperative and the competitive supplier. The competitive supplier must provide the Cooperative with its price schedule for the relevant member or customer class. The Cooperative will utilize these prices and metered usage data to calculate the member's energy service bill and include this on a single bill together with the Cooperative's unbundled delivery and stranded cost charges. Competitive suppliers who select Consolidated billing are limited to the rate structures, customer class definitions and availability requirements that the Cooperative utilizes for billing its unbundled delivery charges.
- d. The Cooperative will transfer funds and information for customer payments received on behalf competitive suppliers receiving Consolidated-billing service in accordance with an executed agreement between the Cooperative and the supplier.
- e. Payments received by the Cooperative under Consolidated billing will be applied first to the member's balance owed to the Cooperative, then to the current supplier, then to any old suppliers. Any additional amount paid will be applied to the Cooperative's accounts receivable.

5.5 Electronic Data Interchange and Billing Option Fees

- a. Historical interval usage data, if available, will be supplied via 3.5" diskette and US Mail to properly authorized competitive suppliers for a fee of \$25.00 for each month's data per account. Twelve months of a member's historical billing usage data will be supplied to competitive suppliers upon proper authorization at no charge. Any available usage data will be supplied to the member free of charge.
- b. Competitive suppliers who utilize the Standard billing option will be charged a set up fee of \$400.00 provided that the supplier is willing to accept the Cooperative's normal set up. Any customization will be charged to the supplier at a rate of \$110.00 per hour for computer programming staff. There may be a considerable delay associated with customization. There are no monthly fees associated with Standard billing service.
- c. The Cooperative will provide Consolidated-billing service to any competitive supplier which chooses this option and with which the Cooperative has an agreement to do so. There is a setup fee for each competitive supplier of \$480.00 based on the supplier using the Cooperative's normal set up. If the supplier requires customization, the Cooperative will charge the supplier \$110.00 per hour for computer programming staff. There may be considerable delays related to customization. The fee per month per account for Consolidated billing service is \$0.60.

6. ENERGY EFFICIENCY PROGRAM

PAY AS YOU SAVE (PAYS)

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for the installation of energy efficiency and load management measures in members' homes, businesses, offices, schools, and municipal buildings. The energy efficiency and load management measures will be installed at the Cooperative's expense, and the member shall reimburse the Cooperative through charges added to the member's regular monthly bill. This rate is for a basic utility service and the member is liable for payment of the charges under this rate under the same conditions as any other charges for basic utility service including, but not limited to, the member's service being subject to disconnection for nonpayment in accordance with the rules of the Commission.

This rate is available only as a pilot demonstration program. At its sole discretion, the Cooperative shall determine eligibility for service under this rate subject to (1) the availability of funds budgeted for this program, (2) the suitability of approved energy efficiency and load management measures for the member's location and the likelihood that the measures will be used and useful throughout their estimated life, and (3) the Cooperative's determination that the measures chosen are estimated to produce sufficient energy and/or demand savings to offset the total costs of the measures. Although the Cooperative expects that all PAYS consumers will have lower annual energy bills, there is no guarantee of savings.

The availability of this rate will be closed to new installations after December 31, 2003. However, this rate will continue until all PAYS obligations have been paid in full.

COOPERATIVE RESPONSIBILITIES

The Cooperative will act as the member's agent in selecting energy efficiency and or load management measures which are suitable for the member's end uses of energy and which are estimated to produce sufficient savings in energy usage and/or demand. The Cooperative may arrange for a supplier or contractor (1) to install the measures, (2) to instruct the member on the proper use, operation and maintenance of the measures and (3) to certify that the measures are properly installed and operating as designed. Upon notification by the member that the work is complete, the Cooperative will verify that the measure(s) have been installed and arrange for payment to the contractor.

Provided that there is an outstanding PAYS obligation, the member should notify the Cooperative of the failure of an installed measure. After receiving notice from the member, the Cooperative will evaluate any report of a failed measure(s), and at its option, the Cooperative will cause the measure(s) to be repaired or replaced when necessary or will terminate charges under this rate.

The Cooperative will inform all new members at a location where permanently installed PAYS measures have been installed as to the existence of any unpaid PAYS Delivery Charges (PDC) remaining for that location. The Cooperative will also inform these members of the benefits

associated with the measure(s) and their responsibility for the payment of the remaining PDC and other obligations.

MEMBER RESPONSIBILITIES

Prior to the installation of any PAYS measures, the member will sign a Service Agreement which will provide that the member is responsible for:

- (1) payment of the PDC in addition to all other charges on the monthly bill;
- (2) informing the Cooperative if the measures fail completely or malfunction to the extent that the estimated reductions in energy use or demand cannot be realized;
- (3) maintaining the PAYS measures at the service location and taking reasonable steps to prevent damage to such measures;
- (4) becoming fully informed concerning the routine operation and maintenance of the PAYS measures installed at the service location;
- (5) allowing the Cooperative access to the measures, at reasonable times, for any inspection or repair of measures which are the responsibility of the Cooperative; and
- (6) accepting responsibility for the cost of out of warrantee repairs. Members may accept such responsibility through any of the following:
 - (a) the member may repair the measure(s) themselves,
 - (b) the member and/or member's casualty insurance may pay for repairs,
 - (c) the member may agree to an extension of the number of monthly payments to cover the Cooperative's cost of repair.

For portable PAYS measures, the member must pay all the remaining balance under the PAYS agreement with the Cooperative when the member terminates service.

For permanently installed PAYS measures, a member's obligation to pay any unbilled PDC installments for the measure(s) ends when the member closes their account. If the member is the owner or lessor of the premises, the member must inform all prospective purchasers or renters of the location that there is an unexpired obligation under a PAYS agreement. Whenever a member applies for service at a location which was the subject of a previous PAYS agreement, payment for which has not been completed, such member shall become responsible for the remaining balance and receive notification of PAYS benefits and obligations associated with the measure(s). Acceptance of electric service constitutes acceptance of these benefits and obligations by the new member.

LANDLORDS AND LESSORS RESPONSIBILITIES

In order to be eligible to accept the installation of PAYS measures in a location which is rented or leased to tenants who currently are members of the Cooperative or future tenants of such locations who will apply for service from the Cooperative at such locations, the owner and the landlord or lessor (in case the landlord or lessor is not the owner) must enter into a Service Agreement under which they agree:

- (1) to cooperate in obtaining the consent of any existing tenants to enter into a PAYS agreement with the Cooperative,
- (2) to inform all prospective new tenants of the obligation to enter into a PAYS agreement for the remaining balance of any previous PAYS agreement attributable to the rented or leased location, and
- (3) to inform all subsequent owners or lessors of these obligations with respect to informing tenants of their obligation to enter into a PAYS agreement.

Landlords and lessors of service locations must also agree to allow the Cooperative access to any measures in order to inspect or repair the measures.

PRICING AND CONTRACT TERM

The Service Agreement will specify the monthly PAYS Delivery Charge (PDC) and the term of the payment period. The initial term of the Service Agreement may be extended by the Cooperative to recover its costs for out of warrantee repairs or missed payments.

7. DEFAULT POWER SERVICE

Members who have stopped taking Co-op Power because they have chosen a competitive supplier or take energy as a Market Participant End-User and sometime later are without service from a competitive supplier or as a Market Participant End-User and have not chosen to receive Co-op Power will be served with Default Service. Default Service will be supplied by the Cooperative in accordance with its power supply contracts and obligations, the majority of which will be obtained through a wholesale competitive bid process. Please refer to the Co-op Power page for current rates.

8. STRANDED COST CHARGE

In accordance with the Orders of the New Hampshire Public Utilities Commission all rates include a Stranded Cost Charge to allow the Cooperative to recover its stranded costs associated with its power supply obligations. The Stranded Cost Charge will be reconciled and adjusted on January 1 of each year to reflect the Cooperative's actual stranded costs. The Stranded Cost Charge for all kilowatt-hours delivered in accordance with this Tariff effective with bills rendered on or after January 1, 2004 will be 1.800¢ per kilowatt-hour.

9. SYSTEM BENEFIT CHARGE

ENERGY ASSISTANCE PROGRAM

The Public Utilities Commission (PUC) authorized the establishment of a Statewide Low Income Assistance Program (EAP) to bring electric bills for eligible New Hampshire residential electric consumers into the range of affordability. The Energy Assistance Program (EAP) Systems Benefit Charge is 0.120 cents per kilowatt-hour for all kilowatt-hours delivered in accordance with this Tariff. The Statewide Energy Assistance Program is administered by the Community Action Agencies (CAA). Income-qualified residential members of the Cooperative may apply at the CAA in their county for electric bill assistance provided through the EAP.

During transition to the Statewide Program, New Hampshire Electric Cooperative's (NHEC) members who are currently receiving benefits through NHEC's Interim Energy Assistance Program (IEAP) will continue to receive those benefits until the earlier of their qualification and transfer to the Statewide Program or March 31, 2003.

ENERGY EFFICIENCY SYSTEM BENEFIT CHARGE

The energy rates included in this Tariff include an Energy Efficiency System Benefit charge of 0.18¢ per kilowatt-hour for recovery of the costs associated with energy efficiency programs in accordance with New Hampshire Public Utilities Commission Order no. 23,982 in Docket No. DE 01-057.

10. THE INFORMATION ON THIS PAGE HAS BEEN DELETED

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NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

Non-Jurisdictional Terms and Conditions

As Approved By The NHEC Board of Directors
December 30, 2003

Issued: December 30, 2003
Effective: January 1, 2004

Signature _____
Issued by: Heather Kaufman
Title: Controller/Rates Manager

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A. Introduction

1. Terms and Conditions

New Hampshire Electric Cooperative (“the Cooperative”, “we”) is a non-profit, member owned electric distribution company that delivers electricity to member homes and businesses in 116 communities throughout New Hampshire. Our goal is to provide safe, reliable electric service to our members under the “Terms and Conditions” of this document, and in accordance with *New Hampshire Public Utilities Commission (PUC) regulations*. The *Terms and Conditions* are rules and regulations of the Cooperative that may be revised, amended, supplemented or otherwise changed by the Board of Directors from time to time without prior notice.

The delivery of electricity and its use by the member constitutes a contract between the parties subject to these *Terms and Conditions*, the regulated *Tariff* and the *Schedule of Fees, Charges and Rates*, whether service is based upon a written contract, verbal agreement, accepted signed application, or otherwise. The regulated *Tariff* includes those portions of the Cooperative’s rates and terms that are regulated by the PUC, including Stranded Cost Charges, System Benefits Charge (including Energy Efficiency Surcharge and Energy Assistance Program Surcharge), Energy Service Area, and terms associated with Competitive Suppliers.

2. Membership Rights and Responsibilities

The Cooperative is a democratically controlled organization, owned by the members it serves. As a member you have the unique opportunity to participate in the operation and governance of the Cooperative through exercising your member right to vote. This includes, but is not limited to, voting for and/or running for the Cooperative’s board of directors; attending the annual meeting, monthly board meetings or public forums; and by voting on important issues affecting the Cooperative’s future. No more than one membership may be held by any one person, firm, corporation or body politic. For complete rights and responsibilities, see the *Code of Bylaws*, available upon request from the Cooperative or on our web site at www.nhec.coop.

All Cooperative personnel, agents, or other representatives strive to use good judgment in protecting members’ interests and the Cooperative’s interests, while performing assigned duties in a responsible, safe and efficient manner at the members’ premises.

3. Service Interruption

Although the Cooperative will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, electricity delivery service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the electricity delivery service may be varied and/or such service to any member or members may be interrupted, curtailed, or suspended in the following described circumstances, without liability against and without recourse to the Cooperative; and the obligations of the Cooperative to render service under these *Terms and Conditions* and *Tariff* are subject to such variance, interruption, curtailment, or suspension:

- a. When necessary to permit the Cooperative to make repairs to or changes and improvements in a part or parts of the Cooperative’s electrical facilities; such action to be taken upon reasonable notice to the members to be affected, if practicable, or without any notice in an

emergency when such notification would be impracticable or would prolong a dangerous situation.

- b. When conditions in a part or parts of the transmission system with which the Cooperative's facilities are interconnected make it appear necessary for the common good.
- c. When such variance, including a reversal of supply, or such interruption, curtailment, or suspension is caused by war, flood, wind, storm, drought, strike or other cause beyond the control of the Cooperative, or by any cause except willful default or neglect on the Cooperative's part.

If a member contacts the Cooperative to report a service interruption and the dispatched Cooperative crew finds the interruption has been caused by member-owned equipment, the member will be charged a fee in accordance with the *Schedule of Fees, Charges and Rates*.

B. Obtaining Service

1. Application for Service

a. Existing Facilities

As a prospective member, you may apply for electric delivery service in person, by mail, telephone, facsimile, Internet or other acceptable electronic means. You must be the person, corporation or other legal entity that desires to receive electric service from the Cooperative and agree to be the member of record for the electric service. Prospective members must be 18 years of age or older and may be required to show proof of age.

Adequate personal information is necessary to allow the Cooperative to establish an electric service account and verify creditworthiness. We require reasonable evidence of your identity, service address and mailing address, and may perform an investigation of such evidence prior to rendering service.

When the Cooperative establishes or reestablishes an electric service account for you at a meter location, a fee to Establish or Reestablish Service will apply in order to cover the cost associated with this service; refer to the Cooperative's *Schedule of Fees, Charges and Rates* for complete details.

Upon completion of all application requirements, the Cooperative will strive to complete the service connection, where facilities exist, within three (3) business days.

Whether or not a signed application for service is made by you and accepted by the Cooperative, the rendering of service by the Cooperative, and its use by you, shall be deemed a contract between the parties and subject to these *Terms and Conditions*, the *Cooperative's Regulated Tariff* and the *Cooperative's Schedule of Fees, Charges and Rates*. The Cooperative in accordance with the New Hampshire Public Utilities Commission rules may discontinue unauthorized connection to the Cooperative's electric delivery service facilities, or use of service obtained from the Cooperative without authority or through false pretense. The use of service without proper notification to the Cooperative will render the user liable for the service and subject to all provisions of the rate or rates and other charges applicable to the service in accordance with the Cooperative's *Schedule of Fees, Charges and Rates*; the amount to be determined by the Cooperative by measurement where possible, otherwise by estimate.

b. New Facilities

Refer to section *M. Characteristics of Service*, and section *P. Construction of Distribution Facilities*.

c. Security Deposit

The Cooperative may require payment of a deposit as security for future electric service prior to establishing a new account. Refer to section *C. Security Deposits* for details.

d. Refusal of Service

The Cooperative may reject a prospective member's application for service if it is made by, or for the benefit of, a former member who is indebted to the Cooperative for electric

delivery service previously furnished if the statute of limitations has not expired on that indebtedness. In order to prevent the practice of name swapping, the Cooperative may deny service to a prospective member due to an arrearage for prior service furnished in the name of a person other than the prospective member when:

01. They resided together at the address where the arrearage was incurred;
 02. They both received the benefit of the electric service;
 03. They both will receive benefit of the electric service applied for; and
 04. The prospective member refuses to enter into a reasonable payment arrangement.
- e. The Cooperative may also reject any prospective member's application for service for:
01. Failure to make a deposit and/or advance payment if required.
 02. When the cost of the service and/or the maintenance of that service exceed the estimated income from that service and an economical solution or agreement cannot be reached.
 03. When any required documentation is not completed and submitted, (i.e. application, load data survey sheet, easement, permit).
 04. Where the member or prospective member's equipment does not meet the Cooperative's construction standard or applicable national, state or local codes.
 05. Where the member or prospective member fails to meet their obligations pursuant to these *Terms and Conditions*.
 06. When the member or prospective member's service connection or equipment is not located or installed as previously agreed with the Cooperative's representative.

2. Term of Service

Unless specifically provided for in writing by the Cooperative all members, except those served at the Cooperative's Primary Service rates (refer to section *J.3 Classification of Service* for a description of Primary Service), are subject to a minimum term of service at one location of not less than 12 consecutive months. Members served at the Cooperative's Primary Service rates are subject to a minimum term of service at one location of not less than five years. Primary Service members that terminate their service in less than the minimum term shall be billed by, and make payment to, the Cooperative in an amount equal to the remaining months in the minimum term of service multiplied by the then current minimum bill applicable to the rate(s) under which the member is being served in accordance with the Cooperative's *Terms and Conditions* and *Schedule of Fees, Charges and Rates*. The Cooperative at its sole option may waive billing of the minimum term charge if the service is transferred to another member within a short period of time, or the Cooperative determines it has recovered its investment in facilities to serve the member's location, or for other situations as the Cooperative deems reasonable.

C. Security Deposit

The Cooperative must protect the entire membership against losses and may require security in the form of a cash deposit or other guarantee as a condition of establishing electric service.

1. New Residential Account

A security deposit or written guarantee is required:

- a. When the prospective member is indebted to the Cooperative for electric service previously furnished to them, if the statute of limitations has not expired.
- b. When the prospective member has unsatisfactory credit as defined by a prior history of delinquency with the Cooperative or detrimental credit information from a recognized credit reporting service, or an adverse credit history with a similar type utility within the last three years.
- c. When the residential prospective member is unable to provide satisfactory evidence to the Cooperative of "long term occupancy" (unless they provide a satisfactory credit report from a similar type utility for service for a period of no less than twelve months).

As a convenience, the Cooperative may offer the residential prospective member the opportunity to pay the deposit in up to three equal installments with the first payment due immediately, and subsequent installments due with the monthly bills for electric service.

2. New Commercial Account

As a guarantee of payment for electricity used, all new commercial members shall pay an initial deposit or provide a letter of credit.

The calculation of the amount required will incorporate the anticipated kW load as described on the Load Data Survey Sheet signed by the prospective commercial member.

The Cooperative may waive the deposit requirement provided there is satisfactory evidence that the commercial entity has had comparable utility bills with the Cooperative or other electric utility and has not been delinquent for a period of 24 months.

As a prospective commercial member you have the option to pay the deposit by cash, check or provide the Cooperative with an irrevocable letter of credit from an appropriate financial institution.

3. Existing Account

In order to maintain an existing electric service, the Cooperative may require a deposit or a written guarantee:

- a. When the member has received four disconnect notices for electric service within a twelve-month period.
- b. When the member's service has been disconnected for non-payment of a delinquent account.
- c. When the Cooperative has disconnected the member's service because the member interfered with, or diverted, the service of the utility on or about the member's premises.

- d. When the member has filed for bankruptcy, including the Cooperative as a creditor under the filing, and the filing has been accepted, in which case the deposit requirement shall be in accordance with 11 U.S.C. 366 of the U.S. Bankruptcy Code.

4. Terms of Deposit

Deposits, when necessary, are subject to the following terms and conditions:

- a. The amount of deposit is based on an estimate of electric usage at the service location for a period of two months with high electric usage.
- b. Deposits accrue simple annual interest at a rate determined by the Cooperative's Board of Directors (refer to the Cooperative's *Schedule of Fees, Charges and Rates* for the current rate). Accrued interest is credited to the member's current electric bill quarterly.
- c. The entire deposit plus unpaid accrued interest is credited to the current electric bill when all bills have been paid without arrearage for 12 consecutive months for a residential account and 24 months for a commercial account.
- d. Upon termination of service, the Cooperative will refund the deposit plus unpaid accrued interest less any amount due the Cooperative within 30 days of the date of termination provided the amount exceeds \$5.00. Any amount not refunded will be donated to Project Care, a New Hampshire non-profit organization that provides assistance to Cooperative members unable to pay their electric bills. Exceptions may be made at the Cooperative's sole discretion.

D. Member Initiated Service Termination

Whenever a change of occupancy or of legal responsibility for electric bill payment takes place for a premise, a notice of the change must be given to the Cooperative within a reasonable time period prior to the date of the change. As a member you are responsible for service taken until proper notice is given to the Cooperative and thereafter until the meter has been read. The Cooperative will make every effort to limit your liability to three working days from the time notice has been received. When the Cooperative disconnects service at a member's request, the Cooperative is not responsible for any damage to the property caused by the lack of electric service.

The final bill is due upon presentation. Any overpayment will be refunded to you within 30 days of the date of termination, provided the amount exceeds \$5.00. Any amount not refunded will be donated to Project Care, a New Hampshire non-profit organization that helps Cooperative members unable to pay their electric bills. This is to limit the expense of producing minimal checks that are often not cashed and then have to be processed as abandoned funds through the State. Exceptions may be made at the Cooperative's sole discretion.

Notice to terminate service prior to the expiration of a contract term does not relieve you from any minimum or guaranteed payment under any contract or rate. Refer to section *B.2. Obtaining Service*, subsection *Term of Service*.

Reference section *G.8. Disconnection by the Cooperative for Non-Payment* subsection *Leased or Rental Property* for special rules for landlords and their tenants.

E. Meter Reading

1. Reading Intervals

Electric meters are read every month or approximately every thirty days by Cooperative personnel or their agents on a pre-arranged schedule which as far as practical, falls on the same workday of each month. Reading dates may vary slightly from month to month due to weekends, holidays, weather conditions, and other factors. The date of the next scheduled read date is printed on your electric bill.

There can be occasions when the Cooperative cannot read meters monthly, including:

- a. Road or driveway not passable by vehicular travel.
- b. Island location.
- c. During periods of prolonged power outage.
- d. Seasonal roads not plowed.
- e. Deep snow preventing access to the meter.

Bills are computed on the basis of the actual or estimated electric consumption measured by the meter readings.

2. Estimated Bills

In the event that a monthly meter reading is not available, the Cooperative may estimate electric usage based on the usage history of the account or any other pertinent information provided by you or known by the Cooperative. The next bill is based on the difference between total usage between prior and current actual meter readings, less estimates billed.

3. Access to the Meter

In order to provide service, the Cooperative's employees and agents will be allowed reasonable and safe access to the meter on your premises (Refer to section *I. Access to Member's Premises*).

F. Payment Terms

1. Payment Obligation

Bills for electric service are rendered monthly and are due upon receipt. The due date on the bill reflects the date by which the payment must be posted into the Cooperative's system. Amounts not posted by the next billing date are considered delinquent and a *Late Payment Fee* is added as specified in the Cooperative's *Schedule of Fees, Charges and Rates*. Failure to receive a bill does not negate your responsibility to pay on time. Should you not receive a bill, please contact the Cooperative as soon as possible.

The Cooperative considers the payment date as the date when payment is credited to the electric account. Payments received at the Cooperative headquarters either in person or by mail are credited to the account the same day. Payments made by mail are considered late if they are not posted by the due date printed on your bill. Payments made at an authorized Payment Agent Location or electronically are usually credited to the electric account the following business day.

2. Payment Methods

The Cooperative offers a variety of payment options for your convenience including:

- a. Cash, check or money order in person at the Plymouth Headquarters.
- b. Cash, check or money order in person at an authorized Payment Agent Location.
- c. Check or money order mailed to the Cooperative.
- d. Electronic check initiated by you via the Cooperative's web page or initiated by Cooperative staff pursuant to your phone authorization.
- e. Direct debit bill payment in which total account balance due is automatically deducted from your checking account 20 days after issue of the bill (application form required).

3. Checks Returned from Banks

Checks (paper and electronic) credited to your account and returned to the Cooperative unpaid by your bank will result in an additional *Returned Check Fee* per check per occurrence (see *Schedule of Fees, Charges and Rates*).

4. Budget Billing Plan Option

A budget payment plan is available to eligible residential members in an effort to level payments throughout the year. Should a participating member not fulfill their obligations with the budget plan, the Cooperative may remove them from the plan and seek alternative solutions.

5. Payment Arrangements

The Cooperative will work with members, who are unable to pay their bill due to unusual or severe circumstances, in order to develop a payment agreement.

Any delinquent balance subject to a payment arrangement is also subject to a *Late Payment Fee* in accordance with the Cooperative's *Schedule of Fees, Charges and Rates*.

G. Disconnection by the Cooperative for Non-payment

1. Authority

The Cooperative recognizes that its members sometimes experience financial difficulties and will make every effort to help them find payment solutions including developing budget plans, payment arrangements and identifying assistance from other organizations. If all our assistance efforts fail, the Cooperative will need to initiate disconnection proceedings in order to limit the potential effect on the membership. The disconnection of a residential member for failure to pay, and provisions for restoration of service, are governed by *NH PUC Rules, Chapter 1200*. The Cooperative may issue a notice of intent to disconnect electric service for non-payment when:

- a. You fail to pay a delinquent balance for basic utility service.
- b. For non-winter bills – a delinquent balance greater than \$60 any part of which is at least 60 days past due.
- c. For winter bills – any delinquent balance greater than \$175 for non-electric heat accounts and \$400 for electric heat accounts any part of which is at least 60 days past due.
- d. You fail to pay a deposit request or to provide an acceptable Guarantee of the deposit.

2. Disconnect Notice

The Cooperative will issue a notice of intent to disconnect service which will be mailed at least 14 days prior to the effective date of disconnect and shall include the following information:

- a. The amount of the delinquent balance causing the disconnect notice.
- b. The proposed date of disconnection of service.
- c. The method by which the member may question or contest the disconnection notice.

3. Payment Arrangements

If you are unable to pay the total delinquent balance which results in a disconnect notice, the Cooperative will continue to provide service if you agree to a payment arrangement wherein you:

- a. Pay a reasonable portion of the delinquent balance as agreed to.
- b. Pay the balance of the delinquency in reasonable installments as agreed to; plus pay the current bill and all future current bills by the due date on the bill during the term of the agreement.
- c. The Cooperative will confirm all payment arrangements in writing within three business days of the date the arrangement is made.

At your request the Cooperative may provide referrals to organizations known to provide assistance with payment of electric bills. If the Cooperative is contacted by such organizations on your behalf to stop a pending disconnect or reinstate service after a disconnect, the Cooperative will make arrangements with that organization on your behalf and will, upon notification of its agreement to pay, treat the organization as the party responsible for payment of the bills the organization has committed to pay.

4. Discontinuance of Service

Should you fail to pay the delinquent balance or enter into an acceptable payment arrangement, the Cooperative may disconnect the electric service on or after the proposed disconnect date which is stated in the notice of intent to disconnect for non-payment.

Disconnection for non-payment can occur during the following times:

- a. Residential members – Between 8 AM and 3:30 PM, Monday - Thursday except on the day before and day of a federal or state holiday.
- b. Non-residential services - 8 AM - 3:30 PM Monday - Friday except on the day of a federal or state holiday.

Disconnection may take place with no further notice under the following conditions:

- a. If a payment arrangement made to postpone a pending disconnect for non-payment is not kept and the disconnect date has passed.
- b. When a payment is made to stop a pending disconnect or to reconnect service after a disconnection and the payment is made with a check which is returned for reason of “Insufficient Funds” or “Stop Payment Ordered” or for similar reasons within the control of the member.

When a Cooperative employee visits the property to disconnect service for failure to pay, if you are available, you will be given the opportunity to make payment in the exact amount required (or more) rather than be disconnected. The employee is not required to negotiate a payment arrangement or make change. If service is disconnected, you will be provided a written notice as to the reason for the disconnection and instructions for obtaining reconnection of electric service. If you are not available, the employee will hang the notice on the main door of the property.

5. Medical Emergency

Electricity may be a medical necessity due to certain medical conditions. Should you or a member of your household have a medical condition which requires the continuation of electric service, the Cooperative will work with you to continue service as soon as we are notified of the condition. Once notified, the Cooperative will continue to provide service if you agree to a payment arrangement which will include additional flexibility to reflect the situation.

If the Cooperative is made aware that a medical emergency would result from discontinuance of service, the disconnection will be temporarily postponed to allow you time to provide written verification from a registered physician of the medical emergency. The medical emergency notice allows for retention of electric service only if you also negotiate a reasonable payment schedule. The medical notification may be written or made by telephone with written confirmation received by the Cooperative within seven days of the telephoned notification. The medical notification will be renewed monthly as necessary. In the event that you do not negotiate or keep a payment plan, the Cooperative may discontinue service after making personal contact with you and providing notice when the discontinuance will occur, allowing time for you or the person with the medical emergency at your location to be moved to a safe location.

6. Winter Period

The Cooperative will make every effort to provide you with a minimum of 48 hours notice in person at the property or by telephone to an adult who occupies the residence prior to disconnection during the Winter Termination Period in addition to the notice of intent to disconnect service for non-payment.

7. Reconnection of Service After a Disconnect for Non-payment

The Cooperative shall reconnect service upon your request when:

- a. The delinquent balance is paid, or you provide evidence of an agreement with a municipal official or with another agency, to pay the current bill and you enter into a payment arrangement for the unpaid delinquent balance.
- b. Payment is received for a deposit, if required. (Refer to section C. *Security Deposits*.)
- c. Payment is received for the Reconnection of Service after a *Reconnection of Service After a Disconnect for Non-payment Fee*. (See Schedule of Fees, Charges and Rates.)

When the request for reconnection is made on the same day as disconnection occurred, the Cooperative will endeavor to reconnect service during normal business hours on the day of the request. When the request for reconnection is made during non-business hours or if the service has been disconnected for more than two days, the Cooperative shall attempt to make the reconnection the same day but is under no obligation to do so unless a medical emergency exists in the household. Normal business hours are Monday - Friday, 8AM - 4:30 PM.

8. Leased or Rental Property

The Cooperative will not disconnect an electric service to a landlord as member of record if any part of that service is known by the Cooperative to provide electric service to a residential tenant(s) unless the Cooperative gives written notice to the tenants. Delivery of written notice will be made to the tenants at least 10 days in advance of the proposed disconnection in the following manner:

- a. By posting a notice in a common area or other such place within the building or mobile home park as is likely to receive the attention of the tenants.
- b. Posting the notice on the front or back door of each tenant's dwelling unit if accessible.

The Cooperative shall provide service to a tenant in the tenant's own name as the member of record, if so requested by the tenant, subject to these *Terms and Conditions* and the *Schedule of Fees, Charges and Rates* for initiating service. The tenant will not be required to pay any part of the landlord's past due balance as a condition of receiving service.

Upon learning that a tenant has been erroneously disconnected without notice the Cooperative will promptly reconnect service at no cost to the tenant and shall proceed with proper notice pursuant to this section.

There may be times when immediate disconnection is necessary in order to protect life, health and/or physical property (examples are fire or flooding). Should this be necessary, the Cooperative may disconnect service without giving notice.

H. Disconnection by the Cooperative for Other Reasons

There are a variety of reasons for disconnecting service including failure to meet payment obligations (as discussed in section *G. Disconnection by the Cooperative for Non-Payment*). Should you fail to meet your obligations, service may be discontinued, subject to the limitations established by regulation of the New Hampshire Public Utilities Commission, or not less than 14 days of written notice to you stating the reasons, and the Cooperative may remove its property from the premises served whenever you:

1. Fail to comply with the provisions of any contract, e.g., new construction agreement, or maintenance agreement).
2. Fail to pay any bill for equipment rental, construction charges or other agreed upon charges (refer to section *G. Disconnection by the Cooperative for Non-payment*, regarding discontinuance of service for non-payment for energy usage).
3. Fail to allow the Cooperative to maintain its facilities serving your facility/home to the extent that it impacts public safety or the reliability of service to other members.
4. Refuse access to the premises for a necessary inspection of the Cooperative's property, including but not limited to reading of meters.
5. Fail to complete construction at your premises or make modifications to your premises such that there is an adverse impact on safe and reliable service.
6. Fail to perform any other obligation to the Cooperative not covered above.

The Cooperative is not required to provide prior notice of its intent to disconnect service if one of the following conditions exists:

1. You have obtained electric service in an unauthorized manner or used electric service fraudulently.
2. You have clearly abandoned the property as demonstrated by the fact that the service address premises have zero usage for a period of at least 60 days.
3. Clear and present danger to life, health or physical property exists.

The Cooperative may at any time refuse to furnish service to any member, when the operation of their equipment and apparatus interferes with the service to another member.

Reference section *G.8. Disconnection by the Cooperative for Non-Payment* subsection *Leased or Rental Property* for special rules for landlords and their tenants.

I. Access to Member's Premises

The Cooperative and its properly identified agents will be allowed reasonable and safe access to the Cooperative's facilities located on the member's premises for the purposes of reading meters, testing, repairing, removing, inspecting, maintaining (including, but not limited to trimming trees) or replacing the service drop, meter or other Cooperative apparatus used in connection with the delivery of electricity. Only properly identified Cooperative employees (NHEC identification badge including photograph) and its agents should be allowed access. Should there be obstacles (including ice and snow) to the Cooperative's ability to perform its duties, the Cooperative will notify you in writing about the obstacle. Upon notice from the Cooperative, you should remove any obstacle. Should the obstacle(s) not be removed, the Cooperative may discontinue service to a meter location. Under normal conditions, the Cooperative will access the property only during business hours, but access during emergency conditions could occur at any time.

Cooperative personnel, agents, or other representatives strive at all times to use good judgment in protecting your interests and that of the Cooperative, while performing assigned duties in a responsible, safe and efficient manner on the member's premises.

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. Members, prospective members, and their agents shall exercise proper care to protect the property of the Cooperative on the premises and, in the event of loss or damage to the Cooperative's property arising from neglect of the member, prospective member, or their agent, we must require that the cost of necessary repairs or replacement be paid by the member, prospective member or their agent.

J. Classifications of Service

The Cooperative offers a variety of rate classes to its members. The appropriate class for you will depend on your current electric usage and system requirements. Refer to the Cooperative's *Schedule of Fees, Charges and Rates* for the specific rates that apply to each classification of service.

1. BASIC SERVICE

Service for this classification is provided as single-phase, 60 Hz (cycles per second), alternating current, normally three-wire at a nominal voltage of 120/240 volts. However, in secondary network areas, service will be supplied at a nominal voltage of 120/208 volts. The use of single-phase motors of 5 HP rating or less (such as small pumps, garage door openers) is permitted under this rate provided such use does not interfere with the quality of service rendered to other members. Upon written application to the Cooperative, the use of larger motors may be authorized where existing distribution facilities permit.

a. Standard Basic Service

Basic Service is available for any single-phase service including individual residences, apartments, and businesses, provided that such service is less than or equal to 400 amps.

b. Controlled Water Heating

This is available for load-managed water heating, which allows the Cooperative to control your water heater during peak times. The availability of load managed water heating is limited to member locations where the Cooperative has radio signaled control devices available. Load Management Controlled water heating is available at these locations only for standard Cooperative approved water heaters with a minimum capacity of 40 gallons and with two thermostatically operated heating elements each with a rating of not less than 4,500 watts nor more than 5,500 watts.

c. Water Heating, Uncontrolled – Separately Metered

Uncontrolled separately metered water heating service is available only at existing locations and only to members for whom uncontrolled water heating service was provided prior to January 1, 1985.

d. Water Heating – Controlled – Separately Metered

Separately metered controlled water heating service is available only at existing locations and only to members for whom controlled water heating service was provided prior to January 1, 1985. Replacement units of all controlled water heaters are subject to Cooperative approval as to size and type.

e. Optional Time of Day Rate

Service under this rate is available at your option provided that you receive all of your electric delivery service requirements under this rate and complete a written Application for Service. The written Application will include a *TOD Rate Evaluation Form* that will be used by the Cooperative in estimating your electrical consumption by time of use. Based on the information you supply, the Cooperative will assist you in determining whether to take service under this rate. Ultimately, however, the choice for selection of this rate is yours.

Though there is potential you may save money by taking service under this rate, the Cooperative does not warrant what those savings will be, if any. The On-peak Hours shall be the hours between 7:00 A.M. and 8:00 P.M., Monday through Friday, excluding New Hampshire Legal Holidays. All other hours are considered Off-peak.

f. Optional Storage Space Heating, Storage Water Heating and Dual Fuel – (Separately Metered)

This classification must be separately metered and is available for controlled storage space and water heating service. This classification is available for:

01. Controlled conventional electric space heating loads when a storage space heating system or non-electrical heating source is used as backup for the time during which the Cooperative interrupts the conventional heating system.
02. Storage water heating, either alone or in conjunction with storage space heating or dual fuel. Storage water heaters must have a minimum capacity of 80 gallons.

Service to the controlled storage space and water heating will be subject to interruptions of up to sixteen hours (i.e. 7:00 a.m. - 11:00 p.m.). Service to the conventional electric space heating system will be subject to interruptions of up to six hours per day for times of peak demand or system emergencies such as ISO declared high use emergencies.

Dual fuel heating systems are subject to control periods that cumulatively do not exceed 500 hours per heating season. For alternative heating systems that have to be manually activated, control periods will be further limited to a maximum of eight continuous hours and a minimum recovery period of four hours between control periods. For the other alternative heating systems that can be automatically activated, the Cooperative may control for a longer continuous period, as the particular emergency dictates. For this service, a Member Service Agreement with the Cooperative is required.

2. THREE PHASE SERVICE

This classification of service is available for three-phase service at secondary voltage.

This classification is not available for standby or breakdown service, or for use in conjunction with member-owned generating facilities, unless such facilities are those of a Small Power Producer covered by *Public Utilities Commission Order No. 14,797 of DE 80-246*, or subsequent modifying order.

For service in locations where the Cooperative has available three-phase lines and the member's load warrants its application, the Cooperative will supply 120/208 volts or 277/480, three-phase, four wire. Any other service voltages supplied will be provided under special situations and solely at the discretion of the Cooperative. The member will furnish any necessary transforming and regulating devices on the member's side of the meter. In secondary network areas, service will be supplied only at a nominal voltage of 120/208 volts.

At its option the Cooperative may meter for this service at the primary voltage. In such cases a discount of 2% of energy and demand on all bills rendered will be allowed to compensate for transformer losses.

When measured, the member's demand shall be determined to the nearest one-tenth (0.1) kilowatt for billing purposes.

LEVELS OF THREE-PHASE SERVICE:**a. Basic Three Phase Service**

This service is for those members whose kilowatt demand is less than 50 kilowatts. The load of each member who receives this service will be reviewed periodically to determine whether they meet the less than 50 kW criterion for this service or if they should be Large Basic Three Phase Service.

b. Large Basic Three Phase Service

This service includes members whose registered kilowatt demand is greater or equal to 50 kilowatts but less than 150 kilowatts for three or more billing periods of a 12-month period. The load of each member who receives this service will be reviewed periodically to determine whether they meet this criterion of the Large Basic Three Phase service.

c. Industrial Service

This service is for members whose registered kilowatt demand is greater than or equal to 150 kilowatts for three or more billing periods of a 12-month period. The load of each member who receives this service will be reviewed periodically to determine whether they meet this criterion for the Industrial Service.

OPTIONAL SERVICES FOR THREE-PHASE SERVICE:**a. Water Heating – Controlled, Space Heating**

Controlled water heating service, and controlled water heating service with space heating is available to member locations where the Cooperative makes radio or other control devices available. Replacement units of water heaters are subject to Cooperative approval as to size and type, and no more than two water heaters per member are allowed under this rate.

b. Optional Time of Day Rate

Service under this rate is available at your option provided that you receive all of your electric delivery service requirements under this rate and complete a written Application for Service. Reference the Optional Time of Day Rate for Basic Service in section *I.*, above, “*Basic*” Service for additional information. The On-peak Hours shall be the hours between 7:00 A.M. and 8:00 P.M., Monday through Friday, excluding New Hampshire Legal Holidays. All other hours are considered Off-peak.

c. Optional Storage Space Heating, Storage Water Heating and Dual Fuel - (Separately Metered).

This classification must be metered separately and is available for three phase installations and is the same as the Optional Storage Space Heating, Storage Water Heating and Dual Fuel classification described above in section *I. Basic Service*.

d. Industrial Interruptible Service

This classification of service is available to members who qualify for service under the Industrial Service classification described above and have entered into a Member Service Agreement for Interruptible Service where the Cooperative makes radio or other control

devices available. The Cooperative will control, or interrupt, the member's service to specific equipment as needed to reduce peak loads.

e. Large Basic Interruptible Three Phase Service

This classification of service is available to members who would normally qualify for service under the Large Basic Three Phase Service classification described above and have entered into a Member Service Agreement for Interruptible Service where the Cooperative makes radio or other control devices available. The Cooperative will control, or interrupt, the member's service to specific equipment as needed to reduce peak loads.

3. PRIMARY SERVICE

This classification is available for primary voltage electricity delivered for general service in a specified location furnished to any member who agrees to own, furnish, maintain and be solely responsible for all wiring, structures, transforming and regulating devices, and all other fixtures and apparatus used in conducting the flow of electric energy delivered to the member by the Cooperative from the load side of the metering equipment. In locations in which space limitations or other factors make it impossible or inadvisable, in the opinion of the Cooperative, for the member to have transforming apparatus devoted to his exclusive use, and in secondary network areas in which primary service is not made available by the Cooperative, at the Cooperative's option, service shall be supplied from Cooperative-owned transforming apparatus which also supplies other members. In such cases, the member is subject to additional charges in accordance with the Cooperative's *Schedule of Fees, Charges and Rates*.

Service shall be three-phase, 60 Hz (cycles per second), alternating current, at a nominal voltage determined by the Cooperative, generally 2,400/4,160, 7,200/12,470, or 14,400/24,900 and 19,900/34,400 volts. The member shall maintain a reasonably balanced load between phases.

Substation foundations, structures, and all necessary controlling, regulating and transforming apparatus are either:

- a. Furnished, owned, and maintained by the member at their expense, or
- b. Rented from the Cooperative at a charge in accordance with the Cooperative's *Schedule of Fees, Charges and Rates*. In case the member elects to rent apparatus from the Cooperative, they shall guarantee in such form as to be satisfactory to the Cooperative, in addition to any other guarantees, to continue to pay rental for a period of not less than five years. Should the member discontinue service before five years shall have elapsed, the guaranteed rental then unpaid shall immediately become due and payable.

The member pays to the Cooperative all costs of installing such equipment. The Cooperative may install one or more meters at its option. Metering shall be located on the high voltage side of the member's transforming apparatus, provided however, that metering may be on the low voltage side at the option of the Cooperative. In the latter case there will be added to the kilovolt-ampere demand and kilowatt-hours metered, an additional 2% for transforming losses for billing purposes.

The billing demand for the current monthly billing period shall be determined by measurement, rounded to the nearest whole kilovolt-ampere (kVA) at the greater of: a) the highest kilovolt-ampere demand registered during any fifteen minute interval of the on-peak hours of the month;

or b) fifty-percent (50%) of the highest kilovolt-ampere demand registered during any fifteen minute interval of the off-peak hours of the month.

a. Primary Controlled Service

This classification of service is available to members who would normally qualify for service under the Primary Service classification described above and have entered into a Member Service Agreement for Interruptible Service where the Cooperative makes radio or other control devices available. The Cooperative will control, or interrupt, the member's service to specific equipment as needed to reduce peak loads.

4. PRIMARY SKI MEMBER SERVICE

This classification is available to NHEC members primarily engaged in a recreational business which requires the production of snow, the operation of lifts and the maintenance of downhill and cross-country ski trails and which, because they were parties to contracts with NHEC for electric service which expired on December 31, 2003, were not included, prior to that date, in either NHEC's PRIMARY SERVICE cost-of-service analysis or NHEC's wholesale power supply contracts.

5. SKI AREA CONTRACT MEMBER SERVICE

This classification is available to NHEC members primarily engaged in a recreational business, which requires the production of snow, the operation of lifts and the maintenance of downhill and cross-country ski trails and which would otherwise receive service from NHEC under the PRIMARY SERVICE classification. As a condition to receipt of service under the SKI AREA CONTRACT MEMBER classification, the member must have entered, and be in good standing under an electric service agreement with NHEC, which imposes upon the member certain conditions during the term of the agreement which will minimize certain risks to NHEC associated with the member's unique characteristics.

- a. All electric service agreements required as a precondition to this service classification shall be available for public inspection, with certain member-specific information redacted, at NHEC's headquarters and shall be posted on NHEC's website.
- b. All terms, conditions, fees and charges applicable to the PRIMARY SKI SERVICE classification shall apply to the SKI AREA CONTRACT MEMBER classification, unless, and to the extent that they conflict with provisions of the applicable energy services contract, in which case the provisions of the energy service contract shall be controlling.

6. LIGHTING SERVICE

Available for street lighting and outdoor area lighting, this classification is available for:

- a. Street and highway lighting provided to municipalities, state highway departments, and other governmental bodies.
- b. Outdoor area lighting for private yards, parking lots, private roads, and other off-street applications

See section *B. Obtaining Service* for term of service. After the initial one-year service period, the service will be automatically extended, unless cancelled by either the Cooperative or the member with at least a 30-day advance notice.

Failure of Lights to Burn:

- a. The Cooperative will exercise reasonable diligence to ensure that all lamps are burning at night and not burning during the day. When notified of an outage, the Cooperative shall make replacements promptly (normally within two business days) but the Cooperative is not required to perform any replacement or maintenance except during regular working hours.
- a. In the case of frequent malicious breakage, lighting may be removed from the location and alternative solutions sought.

Only all-night outdoor lighting service on an annual basis shall be provided under this classification, totaling approximately 4,000 hours of operation per year.

K. Member's Use of Service and Service Limitations

1. Member Use of Service

Members may use the electrical energy supplied by Cooperative at your delivery point to satisfy your electrical needs as long as that use follows national, state and local code, and conforms to Cooperative requirements.

2. Resale Forbidden

The Cooperative's power or delivery services or any part of the electrical energy or delivery services cannot be sold, resold, assigned or otherwise disposed of.

3. Fluctuations and Disturbances

If your use of electricity causes unusual fluctuations or disturbances in the Cooperative's delivery system, the Cooperative will ask you to modify your equipment with approved controlling devices in order to maintain its delivery system for the entire membership. Should your modification efforts fail or you refuse to make such modifications, the Cooperative may discontinue service.

4. Unbalanced Load

Members must at all times take and use energy in such manner that the load will be balanced between legs on single phase and between phases on three phase to within 10%, nominally. In the event of unbalanced loads, the Cooperative may require the member to pay for any damages caused by unbalanced loads and/or make necessary changes at the members expense to correct the unsatisfactory condition. The Cooperative may also compute the billing demand on the assumption that the load on each phase is equal to that on the greatest phase.

5. Notice of Change in Load

If you are adding significant equipment or load you must notify the Cooperative to ensure this additional load will not adversely affect the Cooperative's system or other members. Significant equipment on a small single-phase service would include but is not limited to such equipment as a welder or five horsepower motor. Significant equipment on the larger services would be anything that increases load by 10%.

6. Liability

Members who fail to make responsible use of the electric service and cause damage to the Cooperative's and/or other members' equipment are liable for all damages. Examples of irresponsible electric use include significant load imbalance causing transformer damage and fluctuating load causing voltage variations that damage neighbor's equipment.

7. Power Factor

If your account is demand metered and billed, you are required to maintain a power factor between 90% lagging and 100% on monthly peaks, and at least 70% leading or lagging at all other times.

8. Motors

If you plan to add significant motors or other significant load (including arc welders) to the service or replace existing motors, the Cooperative is available for consultation regarding those characteristics that are beneficial in improving the load factor and/or recommended electric circuit protection equipment.

9. Harmonics

Electronic equipment and electronically controlled equipment can cause repetitive fluctuation reflected as harmonics. Harmonics can travel through the Cooperative's distribution system and cause damage to the Cooperative's and/or other member's equipment. Therefore there is a limit of 5% maximum total harmonic distortion measured at the Cooperative's interconnection point. If this is exceeded, the member shall provide and install suitable corrective wiring or equipment on the member premises at the member's own expense.

10. Conjunctional Service

Conjunctional service is the use of electricity delivery service furnished hereunder in parallel with any other source of electric service, such as a generator used at the same time as electricity supplied by the Cooperative. A member may take conjunctional service hereunder subject to the signing of a Conjunctional Service Agreement specifying such terms and conditions of interconnection and operation as the Cooperative deems necessary to provide for proper metering and billing and to prevent personal injury, property damage, or interference with the electricity delivery service to other members.

L. Meters

1. Supply of Meters

The measurement of electric service is by meters installed, owned, and maintained by the Cooperative. The Cooperative will select the type and make of metering equipment, and may, from time to time, change or alter the equipment.

2. Special Measurements

For the purposes of measuring the demand, collecting interval data or for other measurement of all or part of a member's load, the Cooperative may at its option and its own expense, place demand meters, load survey meters, or other instruments and equipment on the premises of any member.

3. Meter Tests

In order to maintain a high standard of accuracy, the Cooperative, at its expense, will perform periodic or sample tests and inspections of its meters. The Cooperative also will perform such other tests as necessary to ensure accuracy in the administration of its rates, or as required by law.

The Cooperative will test its meters in accordance with its policies and procedures. The Cooperative will perform additional tests or inspections of its meters at the request of a member; a *Meter Test Fee* will be charged in accordance with Cooperative's *Schedule of Fees, Charges and Rates*. When requested by the member, the Cooperative will test the accuracy of the member's meter within 15 calendar days of the date of request. If upon testing the meter is found to be in error by more than 3%, the member's *Meter Test Fee* will be promptly refunded. If the meter is not found to be in error by more than 3%, the Cooperative will retain the fee for the test in order to recover its costs. A member may be present or represented by an agent when the Cooperative conducts the test of the meter. A report giving the name of the member requesting the test, the date of the request, the location, the type, make, size, the serial number of the meter, the date tested, and the result of the test shall be supplied to the member within 15 calendar days after the completion of the test.

4. Refunds and Adjustments of Electric Usage

- a. On occasion the Cooperative may need to make refunds or adjustments on electric usage. When the Cooperative determines that it has over-billed a member because:

01. The test of the meter revealed the average in accuracy to be more than 3% high.
02. Or the Cooperative discovered an error in its meter records.
03. Or for other reasons.

The Cooperative will immediately refund any excess charges billed for:

01. The previous six months.
02. Or the actual period of the error, not to exceed three years, if the actual period can be determined.
03. Or a different period at the Cooperative's discretion.

- b. When the Cooperative determines that it has under-billed a member because:
 - 01. The test of his or her meter reveals the meter's average accuracy to be more than 3% low.
 - 02. Or the Cooperative discovers that the meter records have been switched.
 - 03. Or for other reasons except for unauthorized use or fraud by the member.

The Cooperative may issue a make-up bill for the unbilled charges for:

- 01. The previous six months.
 - 02. Or the actual period of error, not to exceed twelve months, if the actual period can be determined.
- c. In the event of unauthorized use or fraud by a residential member, the Cooperative may issue a make-up bill for the unbilled charges for:
 - 01. The previous six months.
 - 02. Or the actual period of unauthorized use or fraud, not to exceed six years, if the actual period can be determined.

5. Meter Location Adjustment

When service is metered at a lower or higher voltage than the delivery voltage, the measured kWh will be increased or decreased respectively by 2% (for losses unless specifically conditioned) for billing purposes or, at the option of the Cooperative, a continuous on-site adjustment will be made through compensating metering equipment or an applied factor based on the transformer manufacturer's data.

6. Nonstandard Meter Installations

At your request the Cooperative will install a nonstandard meter and will accommodate requests for nonstandard meters as quickly as practical in the normal course of the Cooperative's business, at the Cooperative's discretion if you provide the Cooperative with proper justification for such metering equipment.

You will be charged for the Cooperative's incremental costs of owning, maintaining, and installing the nonstandard meter. Advanced payment may be required.

7. Master Metering Standard

Master metering of electric service is prohibited by New Hampshire Statute in any multi-family building, excluding motels, hotels and dormitories, constructed, significantly renovated, or converted to electric space and/or water heating after 1980. Master metering exists when more than one dwelling unit in a building is receiving electric service through the same meter and the occupants of each unit have control over any portion of the electrical service used in that unit.

Office buildings, shopping centers and similar commercial facilities may be served through a single Cooperative meter. Such facilities may install sub-metering equipment only for the purpose of allocating the facility's total Cooperative bill among the tenants of the facility.

Where an individual household or business enterprise, occupation or institution occupies more than one unit of space, each unit will be metered separately and considered a distinct account, unless the member furnishes, owns and maintains the necessary distribution circuits by which to connect the different units to permit delivery and metering at one location of all the energy used.

8. Metering Installations

The member will allow the Cooperative to designate a meter location that facilitates the location of the electric service attachment to the structure and the subsequent reading and servicing of the meter and associated equipment.

Installations of all meters and metering equipment will normally be installed on the exterior of the premises and accessible to Cooperative employees and agents in accordance with the rules and regulations mandated by: The National Electrical Code, National Electrical Safety Code, Cooperative Construction Standards, and Cooperative Handbook for Electrical Service.

9. Remote Reading Devices

The Cooperative may, at its discretion, install automated meter reading (AMR) and other electrical monitoring devices. If such devices require use of the member's phone line, the Cooperative will seek the member's permission for use of the phone line.

Upon request of the member, the Cooperative may install an AMR or other remote reading device subject to available technology. AMR and other remote reading devices will be owned, installed and maintained by the Cooperative. When requested by the member and approved by the Cooperative, such installations shall be made at cost. The location of AMR and other remote reading devices is subject to the Cooperative's approval.

Occasionally, verification readings may be required on the AMR meters and other remote reading devices. The Cooperative shall notify the member when the verification is required if special access to the meter is required. Service is subject to disconnection if the member fails to make arrangements with the Cooperative for access within 60 days after the Cooperative provides such notice.

In cases of dispute, the Cooperative's meter shall be used as the final determinant in measuring consumption, and in all cases shall take precedence over any readings on other remote reading devices installed on the member's side of the meter.

M. Characteristics of Service

1. Voltage

The Cooperative will make the following voltages available as applicable and inform the prospective member accordingly:

- a. Single-phase 120/240 volts or, in special situations, 120/208 volts where three-phase transformers are the source. You will be informed what your voltage delivery will be when you apply for service.
- b. Three-phase service where available will have normal voltages of 120/208 volts or 277/480 volts. The voltage supplied will depend on your needs and the characteristics of your load. Where two-phase primary lines are located, an open delta 120/240 volts service may be supplied.
- c. For large industrial applicants served at primary, 2400/4160 volts, 7200/12,470 volts, 14,400/24,940 volts or 19,900/34,500 volts, single-phase or three-phase service, may be supplied at the Cooperative's discretion dependent on the load, character of service and what is available at or near the service location to meet your needs, at the discretion of the Cooperative.

The Cooperative's standard is to maintain the voltage within plus or minus five-percent (5%) of the stated voltage at 60 Hz (cycles per second). The Cooperative may, in unusual circumstances, maintain the voltage within plus or minus seven and one-half percent (7.5%) of the standard voltage at 60 Hz (cycles per second) for limited time periods.

All requests and needs for service voltage and single-phase or three-phase service will be met at the Cooperative's discretion.

2. Permanent Service

The Cooperative offers three types of permanent service:

a. Overhead Service

This service is available if the existing electrical lines in the area are overhead and local ordinances allow it. The overhead point of delivery shall be at the weather head (point of attachment to the structure), except for primary services which shall be at the primary disconnect switch(es).

b. Underground Service

Underground primary distribution facilities from overhead lines may be installed, owned and maintained by the Cooperative at a prospective member's request, and at the Cooperative's discretion. All trenching, backfilling, conduits, and other site preparation work shall be provided by the prospective member in accordance with Cooperative specifications. The prospective member shall notify Dig Safe prior to trenching in accordance with NH Statute. For individual services, the underground point of delivery for single-phase, self-contained, less than or equal to 400 amp metered services shall be at the top of the meter base, and for large and/or three-phase services at the secondary side of the transformer, and for primary services at the primary disconnect switch(es). For multiple services where at least one

service is larger than 400 amps or three-phase, that are served by the same service drop, the point of delivery shall be at the secondary side of the transformer. For existing underground services, the Cooperative will own and maintain only those services that meet its standards. Any service that does not meet the Cooperative's standards will need to be reconstructed to meet the Cooperative's standards before the Cooperative will take ownership and responsibility for those services.

01. The Cooperative may refuse a request for underground service where such an installation would interfere with its ability to extend service to additional future prospective members or for other reasonable reasons.
02. The Cooperative may provide underground service to:
 - I. Individuals for single-family residences.
 - II. Two or more individuals at a multi-service extension provided that an agreement for sharing the fees is agreed upon with the Cooperative and the affected parties.
 - III. Developers that contract with the Cooperative to establish an underground electrical distribution system in a designated area.
03. In an area that underground distribution facilities are established, all extensions of the Cooperative's distribution facilities shall be made underground in accordance with the provisions of this policy. No overhead extensions from the underground system will be made unless specifically agreed to by the Cooperative.

c. Submarine Service

In cases where a fresh water submarine cable crossing will be required to serve a prospective member, the following will apply:

01. All cable crossings are installed, owned and maintained by the Cooperative.
02. Minimum type cable installed by the Cooperative shall be 15 KV, single conductor; 1/0 aluminum and shall conform to industry standards for underwater cables.
03. The prospective member pays all costs of construction of the submarine cable and related equipment.
04. The standard contained in section *P. Construction of Distribution Facilities* below shall apply to all overhead or underground lines constructed to serve prospective members supplied through a submarine cable.
05. The Cooperative will not install cable hereunder, unless the prospective member provides, without expense or cost to the Cooperative, the necessary permits or consents. (See sections *N. Easements* and *Q. Rights, Special Permits and Approvals*).

3. Temporary Service

All temporary service equipment and structures must conform to the specifications as set forth by the Cooperative to ensure the integrity of our system. Before the Cooperative extends service drop conductors to the temporary service site, all service wiring must be completed and all wiring and materials conform to the requirements of the National Electrical Code and to all other applicable codes. You must obtain for the Cooperative all easements, permits or authorizations required to construct and maintain our facilities (See sections *N. Easements* and *Q. Rights,*

Special Permits, Approvals). If ultimately you are unable to obtain the necessary easements, approvals, and authorizations in a period of twelve (12) months, the project will be closed and be subject to a *Re-engineering Fee* in accordance with the *Schedule of Fees, Charges and Rates* to have the project redesigned.

The Cooperative recognizes three types of temporary services:

a. Temporary Service for a Non Permanent Service (TS100):

The Cooperative defines a standard temporary service as a means of supplying electricity to a site for less than twelve months with a 120/240 volts service built from an existing pole with a transformer and up to 150 feet of service wire. In cases where 120/240 volts is not available, then a 120/208 volts service will be supplied.

For a temporary service that will not become a permanent service, applicants pay a standard service fee in accordance with the *Schedule of Fees, Charges and Rates* to the Cooperative for this temporary service, depending on level of service required:

01. Cooperative provides transformer and conductor, or
02. Transformer not necessary, Cooperative provides conductor, or
03. Transformer not necessary, applicant provides conductor.

The fee that is charged is for the installation and removal of the temporary service. If you require a temporary service outside the defined standard above, and it is still on secondary lines, a *Per Extra Pole Fee* in accordance with the *Schedule of Fees, Charges and Rates* will be charged in addition to the *Standard Fee*. For any temporary that requires non-standard secondary construction or construction of primary facilities, you will pay an estimated cost to construct and remove the entire facility.

b. Temporary Relocation of an existing Permanent Service:

This is when an existing service needs to be temporarily relocated during the renovation of a member's premise, and then permanently reinstalled. Refer to section *P.3. Modifications to Existing Distribution Facilities* for additional information.

c. Temporary to Permanent Service:

This is when a temporary service is installed to provide power during the construction phase of a project while provisions are made for a permanent service. The standard practice is to install a permanent service but the Cooperative will accommodate the member whenever possible and/or appropriate. Arrangements for the Temporary Service should be made during the on-site meeting between the prospective member and the Cooperative representative in conjunction with the Permanent Service (refer to section *P. Construction of Distribution Facilities*). Temporary Services that are not converted to permanent within twelve months may be disconnected and/or removed by the Cooperative, at its discretion, upon notice to the member. A *Re-engineering Fee* may be charged when disconnection has occurred and reconnection is required.

Reference the Cooperative's *Handbook for Electric Service* for additional specifications regarding the characteristics of service.

N. Easements

The Cooperative will request that you sign, have notarized and deliver to the Cooperative grants of easement or rights-of-way over, on, and under such lands that you own, for the furnishing of electric service or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

In order to receive service, you must provide the Cooperative with a valid right-of-way easement or easements on forms provided by the Cooperative. The Cooperative will attempt to solicit right-of-way easements from all other property owners whose lands will be affected by the extension of the Cooperative's facilities to you. It is ultimately the prospective member's responsibility to obtain the necessary easements, and to make any payments requested by the landowners, however the Cooperative will provide assistance to obtain easements. If the prospective member is unable to obtain the necessary easements in a period of twelve (12) months, the project will be closed and a *Re-engineering Fee* will apply in accordance with the *Schedule of Fees, Charges and Rates* to have the project redesigned.

The Cooperative has the right to keep any right-of-way clear of trees, shrubbery, undergrowth and other obstructions. The normal width of right-of-way is 15 feet on either side of the distribution line.

All easements drawn pursuant to this Section will be drawn to bind the successors in title to the member's premises and with such formalities as are required for recording in the Registry of Deeds for the applicable County in the State of New Hampshire and will be so recorded. The member in accordance with the *Schedule of Fees, Charges and Rates* pays all recording fees.

O. Licensing Within Public Ways

The Cooperative shall make, or cause to be made, application for any necessary permits within public ways and shall not be required to supply energy until a reasonable time after such permits are granted.

The Cooperative shall petition for permits and licenses as requested per the *New Hampshire Department of Transportation Utility Accommodation Manual, section XVII, titled Pole Licensing Procedure*.

Please reference section *Q – Rights, Special Permits and Approvals* and the *Schedule of Fees, Charges and Rates*.

P. Construction of Distribution Facilities

1. Introduction

The Cooperative will supply electric service to each location through one service connection for each class of service at the location. Exceptions may be granted where permitted by the Electric Code and approved by the Cooperative.

The Cooperative may reject any application for service if the amount or nature of the service applied for, or the distance of the premises to be served from an existing suitable distribution line, or the difficulty of access thereto, is such that the estimated revenue to the Cooperative from the service applied for is insufficient, under any of the Cooperative's applicable rates, to recover the Cooperative's investment, unless such application is accompanied by a cash payment or an undertaking satisfactory to the Cooperative guaranteeing a stipulated revenue for a definite period of time, or both.

Final determination of location and design for a service rests with the Cooperative as negotiated with the prospective member. The cost of any construction beyond the least cost, safe and reliable standard shall be borne by the prospective member.

The Cooperative will perform all construction work during normal working hours. At the Co-op's discretion, the Co-op will perform construction work outside of normal working hours if requested by the member; the member will be responsible for additional costs.

2. New Construction

a. Before the Cooperative constructs a new service, the following steps must be done:

01. Request service within the Cooperative's Service Area (See regulated *Tariff*).
02. Show proof of ownership or sufficient legal interest (such as a lease with a duration of at least five (5) years) in the property where service will be provided. Prospective members who meet the property ownership condition must demonstrate by the existence of an approved septic plan or site work for a driveway and foundation or other evidence, their intent to construct a permanent service installation within six months of the date of contracting for service. Installations to mobile homes will be considered permanent in nature provided they are installed on the prospective member's property and have independent or publicly supplied water and sewage connections, or are installed within the confines of a mobile home park.
03. Contact the Cooperative and provide information necessary such as name, address, phone number, and location of service.
04. Sign an application form establishing the terms of the agreement. Whether or not a written agreement for the supply of electricity is executed, the prospective member, by accepting the electricity from the Cooperative, agrees to be bound by the applicable rates and these *Terms and Conditions*. The application, whether written or implied, constitutes a contract to:
 - I. Receive electric service from the Cooperative and pay for the use thereof as billed by the Cooperative.

- II. Allow the Cooperative to construct and maintain its facilities on your property as is necessary to provide service.
 - III. Allow the Cooperative to designate a meter location that facilitates the location of the electric service attachment to the structure and the subsequent reading and servicing of the meter and associated equipment.
 - IV. Comply with the provisions of these *Terms and Conditions*.
- 05. Schedule a meeting at the site of the new service with a representative of the Cooperative. An agent of the prospective member may meet with the Cooperative representative provided the agent has the full authority to act on your behalf.
 - 06. Provide the Cooperative with a complete and accurate Load Data Survey Sheet, subject to verification by a Cooperative representative, for any 400 Amp or greater service request.
 - 07. Agree with the joint Cooperative/prospective member design of the construction and meter location.
 - 08. Obtain for the Cooperative all easements, permits or authorizations required to construct and maintain its facilities at no cost to the Cooperative (See section *Q. Rights, Special Permits, Approvals* and section *N. Easements*). If ultimately you are unable to obtain the necessary easements, approvals, and authorizations in a period of twelve (12) months, the project will be closed and a *Re-engineering Fee* will apply in accordance with the *Schedule of Fees, Charges and Rates* to have the project redesigned.
 - 09. Pay the Cooperative any fees and charges to construct and connect the service in accordance with the *Schedule of Fees, Charges and Rates* and the sections below.
 - 10. Agree to take electric service from the Cooperative at the location being constructed for a minimum of twelve (12) months, unless you will be served as a Primary in which case you must agree to take electric service from the Cooperative at the location being constructed for a minimum of five (5) years. This requirement is waived if the section on *Temporary Services* above applies.
- b. The Cooperative recognizes four types of New Construction:
- 01. New Construction that is less than 400 Amps and is a Self-Contained Single-Phase metered service that is built along one or both of the following:
 - I. A *Service Commitment Fee* in accordance with the *Schedule of Fees, Charges and Rates* will be charged before the meeting referenced in “a.05” above will be held. This fee will be credited to the prospective members energy account when and if service is connected.
 - II. For a new service along Private Property, which includes Class 6 roads as defined by the State of NH, you are responsible for the total estimated cost to construct the new service, including any costs to install and remove a temporary service, less the Cooperative Allowance in accordance with the *Schedule of Fees, Charges and Rates*.
 - III. For a new service along a Public Way, which is defined as a Class 5 (or regularly maintained) road as defined by the State of NH, you are responsible for the total

estimated cost to construct the new service, including any costs to install and remove a temporary service, less the Cooperative Allowance in accordance with the *Schedule of Fees, Charges and Rates*. The Cooperative Allowance will only be deducted from the total cost if it were not already applied in (I) above. The Cooperative Allowance will be increased in accordance with the *Schedule of Fees, Charges and Rates* for each foot of primary distribution line constructed along the Public Way in excess of the first 250 feet.

- IV. The Cooperative will extend its electric primary distribution facilities, overhead or underground, at the discretion of the Cooperative along and parallel and contiguous to state or town owned public ways as necessary to a point giving access to properties where service is requested. Extensions will be built along public ways in preference to private property routes, even if the latter may be shorter, in order to provide for future extensions and additional members, as well as more efficient and economical maintenance and service. Exceptions will be at the discretion of the Cooperative.
 - V. Prospective members pay for all costs incurred by the Cooperative for construction, which would result in extraordinary costs, such as railroad crossings, river and pond crossing, crossing wetlands, extending to an island, use of submarine cable, and other special conditions (See sections *M. Characteristics of Service*, *N. Easements*, *O. Licensing Within Public Way*, and *Q. Rights, Special Permits and Approvals*).
02. New Construction that is greater than or equal to 400 Amp and/or a Three-Phase service.

The Cooperative, at its discretion, will construct new services and primary lines that are three-phase and/or greater than 400 amps provided that:

- I. You meet all requirements for *New Construction* described above in “a.” above unless specifically exempted below in “III.”
- II. You provide the Cooperative with a complete and accurate Load Data Survey Sheet, subject to verification by a Cooperative representative, and other justification of the requirements for such large or three-phase service. The Load Data Survey Sheet can be found in the Cooperative’s *Handbook for Electric Service*. A Cooperative representative can provide assistance to complete the Load Data Survey Sheet, at your request.
- III. You make payment to the Cooperative of the full cost of construction of the new service, less the Cooperative’s Allowance. The Cooperative will not charge to install and remove a temporary service when it results in a permanent service. The Cooperative’s Allowance will be calculated by the Cooperative and include an amount to reflect the Cooperative’s expected return on its investment. The Cooperative’s Allowance will be increased in accordance with the *Schedule of Fees, Charges and Rates* for each foot of primary distribution line constructed along a public road, as defined above, in excess of the road frontage footage utilized by your facilities.

03. Developers and Building Contractors

I. A “development”, as the word is utilized herein, means two (2) or more units in the following types of housing:

- i. Permanent homes
- ii. Condominiums
- iii. Apartment complexes
- iv. Mobile home park
- v. Trailer parks
- vi. Camp grounds

Before the Cooperative will begin construction of electric facilities in a development, the developer or contractor must:

- i. Meet all requirements for *New Construction* described above unless specifically exempted below.
- ii. Provide to the Cooperative sufficient information regarding the number, size, location of each unit, and other information that the Cooperative may reasonably request pertaining to what will be built in the development. For developments in excess of 20 units or 10 units with central air or electric heat, the information regarding number and size of each unit shall be provided to the Cooperative a minimum of nine months prior to the start of any land development. For smaller developments, this information must be provided no later than three months prior to the start of any land development. For each month the developer or contractor delays providing information to the Cooperative, the Cooperative will reduce the Cooperative Allowance (see iv.) accordingly.
- iii. Pay to the Cooperative a *Re-engineering Fee* in accordance with the *Schedule of Fees, Charges and Rates* if any changes are made after the Cooperative has completed the design work and the developer has agreed to the original design. The developer/contractor will pay the cost of any rework or additional construction resulting from the design change.
- iv. Make payment to the Cooperative for the full cost to construct the new electric distribution facilities less the Cooperative’s Allowance. The Cooperative’s Allowance will be calculated by the Cooperative and include an amount to reflect the Cooperative’s expected return on its investment from the development.
- v. Provide the Cooperative with a letter of credit or deposit equal to the Cooperative Allowance calculated based on any units that will be built more than three months after the Cooperative’s construction is complete. The letter of credit or deposit will be returned when all units have been constructed as determined by the actual performance level achieved. The responsibility of reporting to the Cooperative the number of units completed at the end of the specified period resides with the Developer/Contractor.

- vi. Grant to the Cooperative the authority, including a free and continuous right-of-way, necessary to construct and operate an electrical distribution system along and parallel to the streets or upon the private property of the lots contained in the development.
- vii. Execute a recorded right-of-way for the entire property prior to recording the plan or subdivision with the town. The book and page number of the easement will be noted on the recorded plan or subdivision.
- viii. Execute an easement for each individual lot in the development. The Cooperative will charge a fee in accordance with the *Schedule of Fees, Charges and Rates* for recording each easement.
- ix. Submit an electronic plat, prepared by a licensed surveyor, with streets and lots defined by meets and bounds. In multiple occupancy developments, such as apartments or condominiums, a scale drawing of the development shall be furnished.
- x. If the Cooperative is unable to “design to the meter” the project will be considered to be only a “Land Development”, see section II. *Land Development/Land Developers*.
- xi. Identify all lot boundaries or other needed points as required by the Cooperative both on the drawing and physically with lot markers.
- xii. Receive final approval by the planning agencies that have jurisdiction.
- xiii. Have all streets in the new development completed to final grade and rocked or paved. If the development is underground, all designed and approved underground conduit will be in place under the road and inspected before the road is completed.
- xiv. Clear trees and other vegetation and objects from all rights-of-way to the Cooperative’s specifications. If the developer or contractor does not complete this work, the Cooperative will only provide the right-of-way clearing if the developer or contractor pays to the Cooperative the entire estimated cost of such clearing plus 25%.

II. Land Development/Land Developers

A land developer who only subdivides the land AND constructs a road, but DOES NOT undertake any home construction, will be required to pay the entire estimated cost of the Cooperative’s construction of the primary distribution facilities less a Cooperative Allowance in accordance with the *Schedule of Fees, Charges and Rates* for each foot of primary distribution line constructed along a Public Way.

04. Outdoor Lighting

- I. The Cooperative offers high-pressure sodium lights of varying styles for outdoor lighting. New installations of lighting using overhead wiring, a standard fixture and that are located upon existing poles with proper voltage available are made at no charge to the prospective member. The Cooperative may restrict outdoor lighting service to those that are reasonably accessible for service.

- II. Any excess cost incurred in connection with new installations beyond the cost of a standard lighting fixture as described above shall be borne by the member. Such excess costs shall be paid in full prior to the installation being made unless otherwise approved by the Cooperative. All poles, wires, fixtures, brackets, luminaires, transformers, and other equipment furnished by the Cooperative shall be maintained and owned by the Cooperative.
- III. For outdoor lighting installations, the prospective member shall provide, without expense or cost to the Cooperative, all permits, consents, or easements in accordance with sections N. Easements, O. Licensing Within Public Way, and Q. Rights, Special Permits and Approvals of these Terms and Conditions of Service. The member will bear the cost for the Cooperative to move its facilities to another location on the member's premises. If the lighting equipment has not reached the end of its normal life, the Cooperative may require the member to pay for the equipment removed. In determining the charges the Cooperative may include the prorated cost of installation, the cost of removal, less any salvage value of the equipment removed.
- IV. If a member requests an existing light be replaced:
 - a) With a fixture that provides an increased light output (lumens), the Cooperative will replace at no charge provided that the existing light has been in service for a minimum of one year.
 - b) With a fixture that provides an increased light output (lumens) that has been in service for less than one year, the member shall pay for all equipment and installation costs.
 - c) With a new style of the light with no increase in lumens, the member shall pay for all equipment and installation costs.
- V. In the case of new installations, extensions and replacements which make use of underground conductors or supply and distribution and/or of decorative standards or poles employed exclusively for lighting purposes, the Cooperative reserves the right to require the member to furnish, own, and maintain such underground supply and distribution facilities and/or the standards or poles.

3. Modifications to Existing Distribution Facilities

- a. When any changes in the location or character of service, service conductors, meters, transformers and other necessary facilities are desired by the member, they should make appropriate arrangements for the accomplishment for such changes by the Cooperative and the member's electrical contractor. All service wiring must be completed before the Cooperative is scheduled to modify its service and other equipment.
- b. Service conductors, meters or metering equipment or other Cooperative owned equipment shall not be removed or relocated except by employees or agents of the Cooperative.
- c. To avoid undue outages or damages caused by members to Cooperative equipment, the member should advise the Cooperative in writing at least 10 working days prior to any significant increases in electrical load caused by additional equipment or usage by the

member. If notice is not received and damage should occur to any facilities owned by the Cooperative or other members, the member will be held financially responsible.

- d. If the member requests modifications or an upgrade to existing service, the Cooperative will not charge the member if the purpose of the modification is to allow the member to increase the main breaker size of the premises, if it is a safety issue, or if it is mutually beneficial to the Cooperative to modify the service. Examples of modifications for which the Cooperative will not charge the member include, but are not limited to:
 - 01. Covering the line to allow for painting or adding to the premises;
 - 02. Temporarily removing the line from the premises to allow for tree cutting or removal only when the tree could endanger the Cooperative's line;
 - 03. "Floating" the service for siding installation;
 - 04. De-energizing the service while the meter socket is replaced;
 - 05. When the member changes the service entrance cable (the conductor from the weather head to the meter).
- e. There will be no charge for Cooperative initiated modifications.
- f. If the member requests relocation of a meter due to construction of an addition to the premises such that the current service location would be inside the premises or would present a safety hazard, the Cooperative will perform the relocation at no cost to the member, provided that it is not necessary to relocate or install additional Cooperative equipment or provide a temporary relocation of the service. If additional Cooperative equipment is necessary, the member is responsible for payment to the Cooperative of all costs of equipment and installation. If a temporary relocation of service is necessary, the member will be charged a fee in accordance with the *Schedule of Fees, Charges and Rates*.
- g. The member will be charged all costs for modifications, which are of an aesthetic or convenience nature where the existing Cooperative facilities are adequate to serve the member's needs. The member shall pay in advance of any work being performed a fee for moving a meter for aesthetic purposes in accordance with the *Schedule of Fees, Charges and Rates*. If a temporary relocation of the meter is necessary, the member will also be charged a fee in accordance with the *Schedule of Fees, Charges and Rates* to provide the temporary service.
- h. If a member requests significant upgrades or modifications of an existing service, for example, from a single-phase to a three-phase service, the member will be responsible for the full cost of construction of the new service, including any costs to install and remove a temporary service, less the Cooperative's Allowance. The Cooperative's Allowance will be calculated by the Cooperative and include an amount to reflect the Cooperative's expected return on its investment.

4. Payments Options for Construction

- a. If the sum of all payments required from the prospective member in this section *Q.*, *Construction of Distribution Facilities*, exceeds \$1,500, you will have the option to:
 - 01. Pay the amount in full before construction begins, or

02. Use our New Construction Payment Plan and pay the amount in 60 equal monthly installments amortized with a fixed annual interest rate in accordance with the *Schedule of Fees, Charges and Rates*, compounded monthly, with the first payment made before construction begins. Entering into this agreement will result in a lien being recorded in the Registry of Deeds for the applicable County in the State of New Hampshire. The Cooperative reserves the right to verify your credit history and to refuse to provide this option to those who have a poor credit history. Failure to make payments in accordance with this agreement will result in disconnection proceedings in accordance with *Section G – Disconnection by the Cooperative for Non-payment*.

b. If the sum of all payments required is \$1,500 or less, then the full costs must be paid before construction begins.

5. Recording All Agreements

Agreements made pursuant to this Section will be drawn to bind the successors in title to the member's premises and with such formalities as are required for recording in the Registry of Deeds for the applicable County in the State of New Hampshire and may be so recorded. The member in accordance with the *Schedule of Fees, Charges and Rates* pays all recording fees.

Q. Rights, Special Permits and Approvals

The Cooperative shall construct, own, operate and maintain overhead and underground electric facilities only along such public or private right-of-way or property that the Cooperative has the legal right to occupy.

For safety and system integrity reasons, no person or organization shall install or attach any wire, signs, or other materials or equipment to any of the Cooperative's poles, conductors or other fixtures, unless the expressed written consent of the Cooperative is granted as provided by New Hampshire Statute RSA 236:75.

1. Special Permits

It is the prospective member's responsibility to provide all permits necessary, at no cost to the Cooperative, to enable the Cooperative to install, construct, inspect, maintain, operate, rebuild, remove, improve, expand or modify Cooperative facilities as may be necessary and appropriate for the extension of electrical service. The Cooperative can assist or provide direction to obtain proper permits and permissions at a fee, which is outlined in the *Schedule of Fees, Charges and Rates*.

a. Wetlands, and Public Water and Lands

01. Wetland Permits

In order to meet the reasonable requirements of service to the public, should the Cooperative need to construct a cable, conduit or a line of poles or wires and fixtures thereon, over, under or across any of the wetlands or public waters of New Hampshire, the prospective member shall meet the requirements of the Wetlands Bureau of the New Hampshire Department of Environmental Services.

"Public Waters" are defined to be all ponds of more than 10 acres, tidewater bodies, and such streams or portions thereof as the New Hampshire Public Utility Commission (NHPUC) may prescribe.

02. State Lands

In order to meet the reasonable requirements of service to the public, should the Cooperative need to construct a cable, conduit or a line of poles or wires and fixtures thereon, over, under or across any of the state-owned public lands of New Hampshire, the prospective member shall obtain permitting from the Department of Resources and Economic Development (DRED). State-owned public lands are referred to as "reservations" by state law. RSA 227-G: 2 defines "reservation" as public land under DRED including, but not limited to: state forest, state park, natural area, historic site, geologic site, recreation trail, memorial area, fire tower, wayside area, heritage park, resource center, agricultural area, state forest nursery, fish pier, administrative facility, information center, demonstration forest, certain islands, and lands under lease to the department.

03. National Forest Permits

The State of New Hampshire contains the White Mountain National Forest. In order to meet the reasonable requirements of service to the public, should the Cooperative need

to construct a cable, conduit or a line of poles or wires and fixtures thereon, over, under or across any of the land of the White Mountain National Forest of New Hampshire, the prospective member shall contact the United States Department of Agriculture Forest Service and obtain the necessary permitting to construct and maintain the same.

04. Scenic Roads

Any tree or other vegetation cutting required for construction of a distribution line along a town maintained road that is designated as a Scenic Road (as provided in RSA 231:157), the prospective member must have written consent of the town planning board and be presented in a public hearing in accordance with state law.

b. Railroad Crossing Permits

For any requested crossings over or under a section of any part of a railroad corridor owned by the State of New Hampshire, the Cooperative shall meet any and all requirements of the State through the Rail and Transit Bureau or the New Hampshire Department of Transportation.

For distribution lines that transverse or parallel, over or under the tracks and property of a railroad not controlled by the New Hampshire Department of Transportation, the Cooperative shall file a plan and layout delineating the route for such lines with the NHPUC 30 days prior to beginning construction and shall make payment to the railroad as ordered by the Public Utilities Commission (RSA 371:24).

c. Right-Of-Way Encroachment

Any request for service that will cause the encroachment of Cooperative facilities into another utility's franchise territory requires permission from that utility and/or the Public Utilities Commission for the extent of that encroachment. No construction will commence until those permissions are received.

d. Condemnation

If you cannot obtain the necessary right-of-way from a landowner, and there are no suitable alternatives, the Cooperative, on your behalf may begin condemnation proceedings with the Public Utilities Commission (RSA 371:1). The Public Utilities Commission will make the determination if the taking of the property by eminent domain is justified, and any compensation required for the taking.

2. Recording All Agreements

Agreements made pursuant to the *Terms and Conditions* will be drawn to bind the successors in title to the member's premises and with such formalities as are required for recording in the Registry of Deeds for the applicable County in the State of New Hampshire and may be so recorded. The member in accordance with the *Schedule of Fees, Charges and Rates* pays all recording fees.

R. Co-op Power Charges

Cooperative members who have not chosen a competitive supplier will be served with Co-op Power. The Co-op Power Charges will be reconciled and adjusted at least twice annually to reflect the Cooperative's actual costs to provide this service. For the Co-op Power Charges that are currently effective refer to the Cooperative's *Schedule of Fees, Charges and Rates – Rates* for complete details.

S. Regional Access Charge

All classifications of service are subject to a Regional Access Charge to allow the Cooperative to recover its costs associated with transmission, Independent System Operator and similar expenses. The Regional Access Charge will be reconciled and adjusted at least annually to reflect the Cooperative's actual costs to provide this service. For the Regional Access Charges that are currently effective refer to the Cooperative's *Schedule of Fees, Charges and Rates – Rates* for complete details. Additionally, members served under the Industrial and Primary classifications will also be charged a ratchet charge calculated as follows:

1. Ratchet Charge - Industrial:

If the registered demand in any of the preceding eleven months exceeds 500 kilowatts, the ratchet charge is calculated as \$0.98 times the difference between:

- a. Fifty percent of the highest kilowatt demand registered during the preceding eleven months, provided such registered demand exceeds 250 kilowatts; and
- b. The actual kilowatt demand registered during the current month.

2. Ratchet Charges - Primary:

If the registered demand in any of the preceding eleven months exceeds 500 kilovolt-amperes, the ratchet charge is calculated as \$0.98 times the difference between:

- a. Fifty percent (50%) of the greater of:
 01. The maximum of the highest kilovolt-ampere demand registered during any fifteen minute interval of the on-peak hours during the preceding eleven months, or
 02. Fifty percent of the maximum of the highest kilovolt-ampere demand registered during any fifteen minute interval of the off-peak hours during the preceding eleven months, and
- b. The greater of:
 01. The highest kilovolt-ampere demand registered during any fifteen minute interval of the on-peak hours of the current month; or
 02. Fifty percent (50%) of the highest kilovolt-ampere demand registered during any fifteen-minute interval of the off-peak hours of the current month.

The on-peak hours will be the hours between 7:00 A.M. and 8:00 P.M., Monday through Friday, excluding New Hampshire Legal Holidays. The off-peak hours shall be all other hours not included in the on-peak hours.

T. Consumption and BET Tax Charges

All classifications of service are subject to a Consumption and BET Tax Charge. For the currently effective charge refer to the Cooperative's Schedule of Fees, Charges and Rates – Rates for complete details.

NH Electric Cooperative Schedule of Fees, Charges and Rates

Fees & Charges		Less than 400 Amp, Self-Contained Meter	Greater than/equal to 400 Amp, transformer rated meter or 3-phase	Brief Explanation of Fees & Charges	Terms & Conditions Section #
Establish/Reestablish Fees					
Standard:		\$10.00	\$10.00	When the Cooperative establishes or reestablishes an electric service account for a member at a meter location, a service charge will apply.	B
If no one needs to go					
If employee goes during business hours					
If employee goes during non-business hours					
Reconnection After a Disconnect for Non-payment:		\$20.00	\$20.00	The Cooperative shall reconnect service upon the member's request when: The delinquent balance is paid, or the member provides evidence of an agreement with a municipal official pursuant to RSA 165, or with another social service agency, to pay the current bill and the member enters into a payment arrangement for the unpaid delinquent balance.	G.7
If no one needs to go					
If employee goes during business hours					
If employee goes during non-business hours					
Reconnection After Disconnection for less than Minimum Term of Service		\$110.00	If >=50 KW	The Cooperative shall reconnect service upon the member's request. When the same member has been the customer of record, or a member of the same household as the customer of record, at the same service location, these fees shall apply.	B
If no one needs to go			\$740.00		
If employee goes during business hours			\$750.00		
If employee goes during non-business hours			\$1,000.00		
Other Fees & Charges					
Interest on Security Deposits	Federal Discount Rate	Federal Discount Rate	The interest rate the Cooperative will pay for funds that it holds, adjusted quarterly.	C.4.b	
Meter Test	\$60.00	\$60.00	The Cooperative will perform additional tests or inspections of its meters at the request of a member for a non-refundable testing fee.	L.3	
Returned Check Fee	\$25.00	\$25.00	Checks (paper and electronic) credited to a member's account and returned to the Cooperative unpaid by the member's bank will result in an additional returned check charge per check per occurrence.	F.3	
Crew dispatched to non-NHEC equipment service interruption	\$200.00	\$200.00	The equipment involved is not the property of NHEC.	4.3	
Late Payment Fee (monthly rate on outstanding balance)	1.50%	1.50%	Bills for electric service are rendered monthly. Any amount not paid by the next billing date is considered a delinquent balance and a late payment charge will be added as specified.	F.1 & F.5	

NH Electric Cooperative Schedule of Fees, Charges and Rates

Fees & Charges	Less than 400 Amp, Self- Contained Meter	Greater than/equal to 400 Amp, transformer rated meter or 3- phase	Brief Explanation of Fees & Charges	Terms & Conditions Section #
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Construction Related

Cooperative Allowance				
Single-phase self contained service	\$1,800.00	-----	For new construction once a meeting has been scheduled at the site of the new service with a representative of the Cooperative. The member will pay a service commitment fee.	P.2.b.01
Additional per foot along public way in excess of 250 feet	\$2.70	-----		P.2.b.01.III
Three-phase &/or >= 400 amp		Calculated by the Cooperative		P.2.b.02

Modifications of Existing Services				
When adding additional electrical load; provides mutual benefit, or safety related	No Charge	No Charge	When any changes in the location or character of service, service conductors, meters, transformers and other necessary facilities are desired by the member.	P.3.
Moving the meter from one location to another for aesthetic purposes only	\$200.00	\$200.00		P.3.
Installation of additional necessary equipment or other modifications when the current service is adequate	Estimated Cost	Estimated Cost		P.3

Other Fees & Charges				
Annual Interest on New Construction Payment Plan	Prime Rate Plus 6%	Prime Rate Plus 6%	Will be the applicable rate on the date the agreement is signed and will apply for the life of the loan. Get the current rate at www.bankrate.com/brm/rate.htm .	P.4.a.02
Re-engineering Fee	\$150.00	\$150.00	If ultimately the applicant is unable to obtain the necessary easements, approvals, and authorizations in a period of twelve (12) months, or desires to modify the design, the project will be closed and the applicant will pay a Re-engineering Fee to have the project redesigned.	M.3. N. P.2.a.08 P.2.b.03.I.iii
Service Commitment Fee	\$250.00	-----	To initiate a new electric service once a meeting has been scheduled at the site of the new service with a representative of the Cooperative. Will be credited to the energy account when and if service is connected.	P.2.a.05 P.2.b.01.I P.2.b.01.II

NH Electric Cooperative Schedule of Fees, Charges and Rates

Fees & Charges	Less than 400 Amp, Self- Contained Meter	Greater than/equal to 400 Amp, transformer rated meter or 3- phase	Brief Explanation of Fees & Charges	Terms & Conditions Section #
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Recording Fees				
Per easement	\$100.00	\$100.00	All agreements made pursuant to the Terms and Conditions will be drawn to bind the successors in title to the member's premises and with such formalities as are required for recording in the Registry of Deeds for the applicable County in the State of New Hampshire and will be so recorded. The member in accordance with the Schedule of Fees and Charges shall pay all recording fees.	P.5 & Q.2
Per lien	\$100.00	\$100.00		P.5 & Q.3
Per other agreement	\$100.00	\$100.00		P.5 & Q.4
Per easement after paying \$100.00 for 10 easements for a single applicant	\$60.00	\$60.00		P.5 & Q.5

Special Permits				
Wetlands	\$700.00	\$700.00	The Cooperative will provide a service to its members to assist in obtaining these documents but provides no guarantee of success, the member remains ultimately responsible for obtaining all such documents.	Q.1.a.01
State Lands	\$160.00	\$160.00		Q.1.a.02
National Forest	\$160.00	\$160.00		Q.1.a.03
Scenic Road	\$750.00	\$750.00		Q.1.a.04
Railroad Crossing	\$1,700.00	\$1,700.00		Q.1b
Right-of-way Encroachment	\$160.00	\$160.00		Q.1.c
Condemnation	Actual Cost	Actual Cost		Q.1.d

Temporary Service				
Never becomes permanent (TS100)				
Standard Fee (NHEC provides Transformer and Conductor)	\$1,000.00	Estimated Cost	This is a temporary service that will not become a permanent service. Applicants will pay a standard service fee.	M.3.a
Transformer not necessary; NHEC provides Conductor	\$500.00	Estimated Cost		
Transformer not necessary; Applicant provides Conductor	\$300.00	Estimated Cost		
NHEC provides transformer, Applicant provides Conductor	\$500.00	Estimated Cost		
Per extra pole	\$300.00	Estimated Cost		
Non-standard work	Estimated Cost	Estimated Cost		
Temporary relocation of permanent				
Standard Fee	\$200.00	Not Available	This is when an existing service needs to be temporarily relocated during the renovation of a member's premise and then permanently reinstalled. The member will pay a service fee.	M.3.b
Additional installation of equipment necessary	Estimated Cost	Estimated Cost		
Non-standard work	Estimated Cost	Estimated Cost		
Temporary will become permanent				
Standard Fee	Included In Construction Estimate	-----	Arrangements for the Temporary Service should be made during the on site meeting between the applicant and the representative from the Cooperative.	M.3.c

NH Electric Cooperative Schedule of Fees, Charges and Rates

Rate	Block	Delivery Charges	Stranded Cost Charge	Regional Access Charge	System Benefit Charge	Coop Power	NH Consumption & BET Tax	Effective Billing Rate
Basic								
B	All KWH Member Service Chg.	\$0.02567 \$20.00	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10099 \$20.00
BC	First 600 KWH	\$0.02567	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10099
	Next 400 KWH	\$0.02567	\$0.01800	\$0.00093	\$0.00300	\$0.04731	\$0.00082	\$0.09573
	Over 1000 KWH	\$0.02567	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10099
	Member Service Chg.	\$20.00						\$20.00
Only available at service location								
BW	All KWH Meter Chg.	\$0.02667 \$6.00	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10199 \$6.00
Only available at service location								
BWC	All KWH Meter Chg.	\$0.02667 \$6.00	\$0.01800	\$0.00093	\$0.00300	\$0.04731	\$0.00082	\$0.09673 \$6.00
OPB	All KWH Meter Chg.	\$0.01817 \$4.50	\$0.01800	(\$0.00148)	\$0.00300	\$0.04436	\$0.00082	\$0.08287 \$4.50
TDN	All On Peak	\$0.04300	\$0.01800	\$0.01352	\$0.00300	\$0.06429	\$0.00082	\$0.14263
TDF	Off Peak	\$0.02267	\$0.01800	(\$0.00148)	\$0.00300	\$0.03481	\$0.00082	\$0.07782
	Member Service Chg.	\$20.00						\$20.00
	Meter Chg.	\$4.25						\$4.25
LB	All KWH Member Service Chg.	\$0.02995 \$30.00	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10527 \$30.00

NH Electric Cooperative Schedule of Fees, Charges and Rates

Rate	Block	Delivery Charges	Stranded Cost Charge	Regional Access Charge	System Benefit Charge	Coop Power	NH Consumption & BET Tax	Effective Billing Rate
Basic - 3 Phase								
B3 (<50KW)	All KWH Member Service Chg.	\$0.04267 \$40.00	\$0.01800	\$0.00534	\$0.00300	\$0.04731	\$0.00082	\$0.11714 \$40.00
LB3 (>=50<150KW)	All KWH >40 KW Demand Member Service Chg.	\$0.01900 \$6.00 \$240.00	\$0.01800	\$0.00427	\$0.00300	\$0.04707	\$0.00082	\$0.09216 \$6.00 \$240.00
BC3	First 600 KWH	\$0.02567	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10099
	Next 400 KWH	\$0.02567	\$0.01800	\$0.00093	\$0.00300	\$0.04731	\$0.00082	\$0.09573
	Over 1000 KWH	\$0.02567	\$0.01800	\$0.00619	\$0.00300	\$0.04731	\$0.00082	\$0.10099
	Member Service Chg.	\$20.00						\$20.00
LBC3	A KWH Winter	\$0.01900	\$0.01800	(\$0.00148)	\$0.00300	\$0.04707	\$0.00082	\$0.08641
	All Other KWH	\$0.01900	\$0.01800	\$0.00427	\$0.00300	\$0.04707	\$0.00082	\$0.09216
	>40 KW Demand	\$6.00						\$6.00
	Member Service Chg.	\$240.00						\$240.00
OPB3	All KWH Meter Chg.	\$0.01817 \$4.50	\$0.01800	(\$0.00148)	\$0.00300	\$0.04436	\$0.00082	\$0.08287 \$4.50
TDN3	All On Peak	\$0.04300	\$0.01800	\$0.03335	\$0.00300	\$0.06429	\$0.00082	\$0.16246
TDF3	Off Peak	\$0.02267	\$0.01800	(\$0.00148)	\$0.00300	\$0.03481	\$0.00082	\$0.07782
	Member Service Chg.	\$40.00						\$40.00
	Meter Chg.	\$4.50						\$4.50
LBI3	All KWH: Winter	\$0.01150	\$0.01800	(\$0.00148)	\$0.00300	\$0.04707	\$0.00082	\$0.07891
	All Other KWH	\$0.01150	\$0.01800	\$0.00427	\$0.00300	\$0.04707	\$0.00082	\$0.08466
	>40 KW Demand	\$6.00						\$6.00
	Member Service Chg.	\$240.00						\$240.00
IND (>=150 KW)	All KWH	\$0.01610	\$0.01800	\$0.00291	\$0.00300	\$0.04707	\$0.00082	\$0.08790
	>50 KW Demand	\$5.30						\$5.30
	Member Service Chg.	\$265.00						\$265.00
INDC	All KWH: Winter	\$0.01610	\$0.01800	(\$0.00148)	\$0.00300	\$0.04707	\$0.00082	\$0.08351
	All Other KWH	\$0.01610	\$0.01800	\$0.00291	\$0.00300	\$0.04707	\$0.00082	\$0.08790
	>50 KW Demand	\$5.30						\$5.30
	Member Service Chg.	\$265.00						\$265.00

NH Electric Cooperative Schedule of Fees, Charges and Rates

Rate	Block	Delivery Charges	Stranded Cost Charge	Regional Access Charge	System Benefit Charge	Coop Power	NH Consumption & BET Tax	Effective Billing Rate
Primary								
P	All KWH Member Service Chg. > 125 KVA Demand	\$0.01540 \$625.00 \$5.00	\$0.01800	\$0.00361	\$0.00300	\$0.04707	\$0.00082	\$0.08790 \$625.00 \$5.00
Service provided without a contract				\$0.01054	\$0.00300	\$0.06500	\$0.00082	\$0.11762
PSKI	All KWH	\$0.02026	\$0.01800					
Service provided with a contract				\$0.00854	\$0.00300	\$0.06300	\$0.00082	\$0.11136 \$0.10836 \$0.10336 \$0.09836
SKI	All KWH							
	0-500,000	\$ 0.01800	\$0.01800					
	500,001-1,000,000	\$ 0.01500	\$0.01800					
	1,000,001-2,000,000	\$ 0.01000	\$0.01800					
	2,000,001-over	\$ 0.00500	\$0.01800	\$0.00854	\$0.00300	\$0.06300	\$0.00082	\$0.09836
PC	All KWH: Winter All Other KWH Member Service Chg. > 125 KVA Demand	\$0.01490 \$0.01490 \$625.00 \$5.00	\$0.01800 \$0.01800	(\$0.00148) \$0.00361	\$0.00300 \$0.00300	\$0.04707 \$0.04707	\$0.00082 \$0.00082	\$0.08231 \$0.08740 \$625.00 \$5.00

NH Electric Cooperative Schedule of Fees, Charges and Rates

Rate	Block	Delivery Charges	Stranded Cost Charge	Regional Access Charge	System Benefit Charge	Coop Power	NH Consumption & BET Tax	Effective Billing Rate
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Outdoor Lighting										
Rate	Size (Lumens)	Bulb Type	kWh (Est.)							
Incandescent: only available at existing locations with existing fixtures						\$0.34	\$0.04	\$1.75	\$0.03	\$7.33
LGT01	1,000	189	37	\$4.50	\$0.67					
LGT02	2,500	189	72	\$8.00	\$1.30					
Mercury: only available at existing locations with existing fixtures						\$0.40	\$0.05	\$2.03	\$0.04	\$9.30
LGT03	3,500	HR100	43	\$6.00	\$0.77					
LGT04	7,000	HR175	77	\$6.50	\$1.39					
LGT05	11,000	HR250	108	\$12.00	\$1.95					
LGT06	20,000	HR400	163	\$19.00	\$2.94					
Fluorescent: only available at existing locations with existing fixtures										
LGT07	20,000		142	\$16.00	\$2.56	\$1.31	\$0.17	\$6.72	\$0.12	\$26.88
Sodium: available for all new and existing locations.										
LGT08	4,000	LU50	24	\$6.75	\$0.43	\$0.22	\$0.03	\$1.14	\$0.02	\$8.59
LGT09	5,800	LU60	34	\$7.00	\$0.61					
LGT10	9,500	LU100	49	\$7.25	\$0.88					
LGT11	16,000	LU150	67	\$11.00	\$1.21					
LGT12	30,000	LU250	110	\$14.50	\$1.98					
LGT13	50,000	LU400	167	\$20.00	\$3.01					
LGT14	130,000	LU1000	391	\$22.00	\$7.04					